City Council of Peachtree City
Agenda
January 6, 2005
7:00 p.m.

I. Prayer

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize Builder of the Year Awards
Recognize Jonathan Kempler as Employee of the Month for November
Recognize Harry Baro as Employee of the Month for December
Recognize Chris Campbell as Supervisor of the Quarter
Recognize Johnny Inman for Service on Recreation Commission
Recognize Steve Rapson & Paul Salvatore for Service on Peachtree City Tourism Association

IV. Election and Oath of Office of Mayor Pro-tem

V. Minutes
December 2, 2004, Regular Meeting Minutes

VI. Monthly Reports

VII. Consent Agenda
1. Annual Indemnification Resolution
2. Authorization of Legal Organ
3. Consider Appointment to Airport Authority
4. Consider Appointment to Recreation Commission
5. Adoption of the Transmittal Resolution for the STWP/CIE Update
6. Consider Tower Lease for Sprint
7. Consider Resolution of Support for State Licensing Board for Residential and General Contractors
8. Consider Amendment to Wrecker Service Contract
9. Consider Change Order for Library Roof Drains
10. Resolution to Call for Election and Establishment of Qualifying Fees

VIII. Old Agenda Items

IX. New Agenda Items
01-05-01 Consider Request from Fayette Senior Services for $7,500 in Funding
01-05-02 Consider Request from Promise Place for $7,500 in Funding
01-05-03 Citizen Request – Bob Stieber, Valentino's – Alcohol Serving Permits
01-05-04 Citizen Request – Bob Stieber, Valentino's – TDK Boulevard Extension
01-05-05 Public Hearing – Consider Rezoning of Exposaic Tract Lots 1, 2, 3, Dividend Drive – GI to LI
01-05-06 Consider Approval of Agreement with Airport Authority Relative to TDK Extension Redesign

X. Council/Staff Topics

XI. Executive Session

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

Oath of Office for Mayor Pro Tem

I, ________________________________, do solemnly swear that I will well and truly perform the duties of Mayor Pro Tem by adopting such measures as in my judgment shall be best calculated to promote the general welfare of the inhabitants of Peachtree City and the common interest thereof. So help me God.

Signed: ________________________________

Sworn and subscribed before me
in open meeting this 6th day of January, 2005.

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Notary

City Council of Peachtree City
Minutes of Regular Meeting
December 2, 2004
7:00 p.m.

The City Council of Peachtree City met Thursday, December 2, 2004, in the City Hall Council Chambers. Mayor Brown called the meeting to order at 7:00 p.m. Other Council Members present were: Stuart Kourajian, Judi Rutherford, and Murray Weed. Steve Rapson arrived late due to a previous commitment.

Announcements, Awards, Special Recognition

Mayor Brown recognized Sherry McHugh as the Fourth District Distinguished Recreation Professional of the year, Robin Tennant as the Fourth District Recreation Volunteer of the Year, and Nick Harris as the State Recreation Volunteer of the Year.

Minutes

Brown moved to hold the February 7, 2002, regular meeting minutes until the end of the agenda. Weed seconded. The motion carried 4-0 (Rapson absent).

Rutherford moved to approve the November 18, 2004, regular meeting minutes as amended. Weed seconded. The motion carried 4-0 (Rapson absent).

Monthly Reports

Brown announced that City Hall would close at noon on December 23 and remain closed on December 24 for the Christmas holiday. City Hall would also be closed on December 31 for New Year's Eve.

Brown noted that the top five accident locations for October were GA 54/Planterra Drive, GA 54/GA 74, GA 54/Huddleston Drive, GA 54/Commerce Drive, and GA 74/PaschallDrive.

Consent Agenda

1. **Consider Appointments to Tourism Association**
2. **Consider Budget Amendments**
3. **Consider Approval of Quint Fire Apparatus Equipment Bids**
4. **Consider Amendment to Section 42-116 Smokefree Air Act of 2004 Relative to Employee Smoking Rooms**

Brown noted there was an additional document on the dais for #3 – a memo to Mayor and Council from Fire Chief Stony Lohr dated November 29, 2004, with the subject "Quint Equipment Bid Award Recommendations." There was also an additional document for #4 – an e-mail from Kathie Cheney that was forwarded to Council by the City Manager.

Brown moved to remove Item #4 from the Consent Agenda. Weed seconded. The motion carried 4-0 (Rapson absent).

Rutherford moved to approve Consent Agenda #1,2, and 3 as presented. Kourajian seconded. The motion carried 4-0 (Rapson absent).

4. Consider Amendment to Section 42-116 Smokefree Air Act of 2004 Relative to Employee Smoking Rooms

Brown told Council that he talked with Kathie Cheney, who had expressed concern that the switches that controlled the ventilation for the negative air pressure could be turned off, which could lead to smoke getting into other rooms.

Brown moved to approve the ordinance as written with the addition of Section (C)(1) that the ventilation equipment must be running at all times. Weed seconded.

Rutherford offered a friendly amendment that the ventilation equipment should run at all times except for maintenance. Brown accepted the friendly amendment.

Kourajian read from Section (C)(2) and requested that the requirement for a self-closing, sealed door that was closed at all times except when entering and exiting be added. Brown accepted that into the motion.

Brown restated his motion to accept the document as written with the addition of (C)(1) that the ventilation equipment must be kept running at all times, with the exception of maintenance requirements, and that at the end of (C)(2) a requirement for a self-closing sealed door be added. Weed seconded. The motion carried 4-0 (Rapson absent).

Old Agenda Items

09-04-04 Consider Landscape and Tree Preservation Ordinance

Brown noted there were additional documents on the dais – a memo from himself to Council, the City Manager, and the City Planner dated December 2, 2004, with the subject "Vegetation Protection and Landscape Requirements, December 2, 2004, Regular Meeting;" an e-mail from the City Manager to Mayor and Council dated December 2, 2004, with the subject "Vegetation Protection and Landscape Requirements," and an e-mail from the City Manager to the Mayor Council dated December 2, 2004, with a forwarded e-mail with the subject "Tree Removal."

City Planner David Rast told Council that, following the previous meeting on this issue, staff had taken the comments and done additional research. Some modifications were made. Staff also simplified the reading of the ordinance by divided it into five sections – Division 1. General; Division 2. Protected and specimen trees; Division 3. Landscape plan procedures for retail, commercial and industrial properties; Division 4. Tree protection on public property; and Division 5. Tree preservation on residential property.

Rast continued that Division 5 simplified and clarified the tree removal process. Currently, homeowners were supposed to get a permit whenever they took down a tree on their property. In the last year, the City had issued hundreds of permits for the removal of thousands of trees. Upon receipt of the application, Code Enforcement looked at it and inspected every property. Rast said he sometimes inspected the trees to be taken down if necessary. Staff very seldom denied a request to remove trees. If a tree did not need to come out from the City's perspective, then Rast would talk with the homeowners. Quite a bit of staff time was involved, and a $25 fee was appropriate. Rast reiterated that the ordinance did not prohibit anyone from taking down a tree or cleaning out the understory, but codified something that had been a policy for years. Homeowners could remove up to 30 caliper inches of trees per year without paying the permit fee. Permits were needed for more than 30 caliper inches of trees. Permits were not needed for shrubbery.

Rast explained that the permits also allowed the City to track who was taking down trees. He said there had been occasions where lots were timbered by a tree removal company that never returned to clean up. The homeowner then had to clean the property and take on that expense. The City would be able to ensure the company had an occupational tax license, and the company could be tracked since the company had to obtain the permit and pay the fee. The ordinance also addressed greenbelt issues and clearly defined what was appropriate. The ordinance also defined action that could be taken against those who disturbed the greenbelt.

Brown noted that the committee had been working on the ordinance for over two years. Some of the items had been included in the ordinance because of actions that happened regularly. Brown said some people had gone into the greenbelt and shredded trees, and that was something taken very seriously.

Brown continued that community retail areas were a big problem. The landscape plans had to be approved in order to receive a Certificate of Occupacy. Trees were planted in July and died in a year and a half. They wanted to ensure that adhering to the landscape plan was as important as adhering to the building code. There should be a guarantee that the landscaping would remain for a long time.

Weed told Rast that the ordinance was a tremendous work and that the City was headed in the right direction. Weed addressed Section 1130(a) and asked how caliper inches of trees were determined. Rast explained that caliper inches were the measurement of the diameter of the tree at breast height. The permit cost was associated with the time required for staff to go out to ensure trees were not in the greenbelt.

Weed said most people wanted to do good if it was convenient. If it were not convenient, then people bent the rules. He was not convinced a $25 fee was in order for homeowners. The motivation was clear, but the City would have a hard time enforcing the ordinance unless neighbors turned in neighbors. Weed said he believed in letting people take their own risks. If they cut into the greenbelt, then they would be "hammered." The burden was on the homeowner to be responsible. Weed continued that he was not sure they had to assume everyone would cut down trees in the greenbelt.

Rast agreed and said the way permits had been handled had worked well without a fee or additional work. The ordinance could work the same way without the fee. The fee was an attempt to recover the cost of staff time. Permits were steadily increasing and were time-consuming.

Rutherford questioned the use of a licensed tree removal company. She said she called the state and the state did not require licenses for tree removal. The state required arborists to be licensed, but not tree removal companies. Brown asked what was required. Administrative Services Director/City Clerk Jane Miller noted that the occupational tax was not a license, so nothing was required. Rutherford said she had a problem with that requirement in the ordinance, since the state did not require a license for tree removal.

City Attorney Ted Meeker noted that the main point was that the company should be bonded, insured, and had a current occupational tax record. Striking the word "licensed" from the ordinance would achieve that.

Brown noted Section 1109(j) and said that maximum parking was 125% above the minimum number of spaces required for the approved land use. Currently, there was no maximum standard for parking lots. He said a lot of cities were now requiring pervious surfaces for parking. Brown said he would like for the ordinance to require that up to 60% of the minimum parking lot size be impervious surface and that the balance, not to exceed 125%, be pervious surface. Weed and Kourajian both agreed that sounded reasonable. Rutherford noted that more types of pervious surface were available now.

Brown addressed Section 1110(d)(3), which covered garbage/dumpster enclosures. Brown said he wanted to restrict wooden slat enclosures. He wanted to stick with masonry or metal enclosures that would not rot, warp, or decay. Meeker said wooden enclosures were not permitted the way the section was worded, but suggested striking the word "preferable." The words "shall be" would be added before the list of building materials.

Brown moved to Section 1112. He said the worst time of year to plant trees was in July. He wanted to give developers an option to post a cash bond so trees could be planted in the proper season. Rast said that was the current policy. Meeker read the section that gave developers that option. Rast said a bond could be posted for the Certificate of Occupancy.

Brown suggested clarifying the language in Section 1114(b) as it related to Section 1114(a) and Section 1212(i). He said this was a housekeeping issue and that the sections could play against each other as currently stated. Sections 1114 and 1212 required that the plants be kept alive for two years. Brown wanted to add language that would require the plant life to be kept alive for the life of the project.

Meeker noted that in Section 1114 there was a two-year guarantee. He suggested adding the word "thereafter" to the next sentence to guarantee replacement. Adding "thereafter" clearly defined replacement of dead plants. Rast said that there was nothing in the ordinances currently that required replacement of dead trees and plants

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Weed commented that the City was unique in that it complied with its own ordinances. He said the way the City handled what the government did on publicly owned land should be policy, not ordinance, and recommended removing Section 1129 from the ordinance and writing a policy.

Rutherford said removing the section seemed to protect the person who mowed down the greenbelt. She asked Weed if he wanted to protect that person. Rast said the section was intended to allow the City to set standards for when developers wanted to place street trees in the right-of-way in front of their project. The section dealt with the protection of trees in the greenbelt. Enforcement was dealt with in Sections 1132 and 1133. Rutherford said she understood what Weed wanted to do, but she did not want to remove the section if doing so would protect someone who disturbed public land. Weed agreed, but said he was confident Rast and the City Attorney could find a way to say that people who cut the public's trees would pay for them. Meeker said he had the same questions. Ultimately, a developer would want to plant something in the right-of-way. The ordinance set the standards. Weed suggested adding the language, "When the City of Peachtree City was not the entity planting trees, use the standards as follows" and list the standards. Kourajian said the right-of-ways were covered in Sections 1124 and 1126. Meeker said he was comfortable with the wording as it was. He said there should be something ascertainable in the event of the denial of a plan. Weed said Section 1124 was headed in the right direction. He explained that when an ordinance left something to the discretion of a City staff member there should be clear rules for the use of that discretion. Meeker suggested striking the first sentence and requiring the trees to be planted at a minimum of 12 feet. If a developer wanted to do less, they would have to seek approval. Weed said the first sentence needed to be rewritten anyway. He also wanted a caveat if a City entity did the work. Weed said the City would hold itself to the standards set by staff. Kourajian suggested adding 1114.5 and putting in the wording Weed suggested, and that section would cover everything that followed.

Kourajian referred to Section 1131 and asked if a homeowner could be required to clean up yard debris within a specified time period, just as contractors were. Rast verified that 1131 had been written specifically for tree removal contractors. He said they could modify the requirement in the residential section. Rast said it would be a good add since they had run into that situation. McMullen suggested adding a paragraph to Section 1130 setting time limits.

Kourajian noted that many trees had almost fallen over during the recent storm and asked if a permit would be needed to take down trees that needed to be taken down following a storm on such as the one on Friday night so they would not fall on a house. He asked if there was anything that covered an urgent need. Rast said that would be an act of God and something could be added to address those situations.

Kourajian referred to Sections 1106(d) and 1105(b) regarding utility line construction. He asked Rast to explain normal construction in 1106(d) when a permit was not needed and maintenance in 1105(b) when a permit was needed. Brown said that was an eminent domain question. Rast said 1105 was for the owner, developer, or whoever was responsible for the site plan approval process, and the only way to get either sanitary or storm sewer on the property was go through the root system of a 20-inch tree. Kourajian said his question was about 1106(d). Rast said they dealt with the Water and Sewerage Authority on this issue the last time they put in a big project. Utilities were allowed to clear-cut for construction. Brown said it covered those regulated by the Public Service Commission or the Environmental Protection Division.

Weed referred to Section 1118 and suggested adding an exception for governing authorities. Rutherford said she did not want the state to be covered under the section. Weed said Meeker suggested adding the word "City."

Rutherford moved to approve the Vegetation Protection and Landscape Requirements ordinance with the following exceptions: a residential tree removal permit would be required, but there would be no $25 fee; in Section 1109(j), no more than 60% of the space above the minimum be impervious surface and that the balance be pervious, but the total number of spaces was not to exceed 125%; Section 1110(d), that the word "preferable" be struck in front of "building" and "shall be" added after material; Section 1114(a), add the word "Thereafter;" Section 1118, add the words "except for the City, or entities performing work for the City;" Section 1130(c), remove the word "licensed," and add requirements to be bonded, insured, and to have paid occupational tax; and Section 1130, that (e) become (f) and a new (e) be inserted that read "The owner shall be solely responsible for the removal of all cut logs, brush, and debris, or any fallen trees on the premises. Such removal shall occur within 30 days after the date the tree is cut or falls." Meeker added a change to the heading – Zoning Ordinance would change to Land Development Ordinance and to add "of the Peachtree City Land Development Ordinance" would be added after "Landscape Requirements" in the opening paragraph. Weed seconded. The motion carried 4-0 (Rapson absent).

10-04-05 Kedron Village Retail Expansion (Architectural Program Approval)
Brown noted that some citizens had been working on the project on this end and asked Mike Cohn, FCD-Development, LLC (Faison), if he would look at the drawings.

Rutherford said that, at the October 21 meeting, Cohn had been charged with changing the plans. The changes were clearly stated. The City had not been charged with doing anything. Cohn was at the meeting to present those changes. Rutherford said she appreciated the input, but the directions for this meeting had been for Cohn to go forward. Brown said it was due diligence for Council to go forward and look at the citizens' suggestions. Rutherford said Council had done due diligence. If Brown wanted to continue, he should bring it up in another format, such as the landscape plans, when appropriate to do so. She continued that Council was not doing the City a service by saying it had a better plan. Council had voted on what Cohn needed to do, and that was what Council needed to look at.

Weed said he had asked the Mayor to call Cohn, but they had had not been able to talk. Weed asked Cohn if he would allow Council the courtesy of a presentation of the citizens' plans.

Cohn said there were a number of issues. The Mayor had asked for a meeting the day prior to the meeting. Cohn said the judge had made it clear that there would be no more meetings unless they were public meetings. Brown noted that the judge's ruling applied to a quorum of Council. Cohn said the presentation was not appropriate on the night the vote was to be taken and noted this was still ongoing litigation. They had committed to specific points. Cohn said he knew Strickland's company, and it was reputable, but none of this was appropriate for the meeting. Cohn said they had been asked to do four specific things and to consider two other design options. Cohn continued that they had been blindsided by new materials, after spending a great deal of time on the changes. There were also parking field and site plan changes that were inappropriate.

Weed asked about the right side elevations. He said they had talked about two efis panels and two windows. Weed said there should be one more window. Brown said they had never agreed on a treatment, just that something was needed on the side. Cohn referred to the transcript of the October 21, 2004, meeting – the top of page 29 and continuing on pages 30-31, 33, and pointed out various comments from Council. Cohn said there was no intent for more than one show window on that side of the building. Brown said the comments included words such as maybe, possibly, and options available. Cohn noted it was Brown's suggestion for an arch, which was the only element added. Breaking up the elevation had been the focus of the discussion, and Target had added trellising that had not been part of the discussion. Cohn said they had done everything Council had asked and more. They had appeased neighborhoods. They had complied with the consent order, which gave no architectural control by Council or staff. Cohn said he needed to start protecting their legal rights. They had made gratuitous changes, things not required by the City's ordinance, to make everyone happy. Brown said this was a minor request that would not alter the construction. He noted that they had used broad language for something that Cohn said was extremely clear.

Weed said that he believed the developer still owed a window since they had talked about two windows on the right elevation. He agreed that there would not be another window on the front elevation. He referred to a comment from Rapson in the transcript that the right hand side would "mirror" the front. Cohn said the comment was to make certain that the element on the side was similar to the element on the front, not regarding a number or quantity. Weed talked to Rapson earlier in the day and they had agreed that there were to be two windows on the right hand side. Brown said it was clearly stated there should be a couple of awnings on the right elevation, but they should not be over efis. Rutherford read another portion of the transcript that left the design to Target as to whether they used a window with some efis, or an awning. Brown said it was not abundantly clear what was to be done. It was not giving the developer carte blanch to bring back a single plan that was the only plan that would work.

Kourajian asked Cohn what he had expected to happen at the meeting. Cohn said he expected to present the items discussed at the last meeting and for Council to vote. He did not expect a workshop. Weed said that perhaps Council had set the wrong tone, but he still felt there should be another window and respectfully disagreed with Cohn. Cohn said the list was a narrative list of items the developer was to consider.

Cohn said there were a lot of things to consider and requested that this issue be set aside and addressed at the end. Rutherford said she would like for Cohn to walk Council through what had been done.

Cohn pointed out the changes to the front elevation, moving left to right from the adjacent shop buildings to Target's front entrance. They had committed to adding an architectural element of proportional size, similar to those in the middle of the building, and had added show windows to the right side. They had agreed to install show windows in the three architectural elevations. They had removed the heavy columns from the canopy over the entrance and suspended the canopy. On the right side of the front elevation, they had committed to adding a third architectural element to break up the façade and to install, in one of the three elements, show windows. For architectural balance, they installed the window closest to the entrance. A third architectural element was added towards the rear of the building.

Cohn continued that they had also agreed, with no commitment, to consider a break in the soffit to the left of the existing three architectural elements. The area was used for cart storage and protruded about 25 feet. Cohn noted that, in reality, it was better to break up the expanse by adding a trellis, which added texture rather than crowding the area. A trellis had also been added to the right elevation, on the right of the new third element, to break up the expanse to the rear of the building. A significant amount of cart storage had also been moved from the front to the side. Cohn noted that Target had referred to a trellis as a pergola. He said a person could walk under a trellis. Rutherford said a pergola was usually a roof item. Brown asked about some trees that been in the original drawings. Cohn said, while not shown on this plan, the trees were included in the landscape plan.

Brown asked about placing awnings on the three architectural elements closest to the entrance. Brown said they were looking at incorporating a shaded space for pedestrians. Cohn said he would discuss the awnings with Target. Brown said Council told Cohn they wanted a treatment for that section that was a window, not efis. Brown said the awnings were essentially a window treatment rather than a block of efis and asked that awnings be considered. Cohn said the record was clear and he could not say whether awnings worked or not. Subsequent to approval, Cohn said he would bring the matter up with Target.

Brown referred to page 34 and noted that Rutherford had said Council had given Cohn the broad outlines asked for. Brown said that was what Council gave him, not concrete instructions. Cohn said there were 10-14 pages of transcript subsequent with a level of detail. The discussion focused on display windows with an efis treatment above them to match the remainder of the center.

Rutherford said the conversation was not constructive. Rutherford read from page 35, where Cohn commented about outlining the parameters so it was not an open book. They would all remember things differently. There were specific things that were written. Brown said Rutherford cut the conversation every time he tried to get specific and said it was up to their design people. Rutherford noted Weed said the same thing. Kourajian asked Brown what he did not like. Brown said he wanted a serious discussion about awnings. Weed said it came down to the window issue. If Cohn was not willing to do the window, then Council needed to take it from there.

Rapson arrived at the meeting and joined the discussion. Rapson said he read the transcript and the conditions did not begin until page 36. The awnings discussion started on pages 42-43. Council wanted something comparable to the front of the store on the right elevation. Rapson said he had two issues. He expected windows on either side of the efis and he wanted some kind of cap, or roof, over the cart area. Rapson said he would rather discuss the matter in executive session. Cohn said he did not recall awnings on the middle of the building.

Brown moved to reconvene in executive session to discuss pending litigation. Rapson seconded. The motion carried 4-1 (Rutherford).

Rutherford moved to adjourn from executive session. Weed seconded. The motion carried 3-0-2 (Brown, Rapson) (NEITHER ONE WAS BACK FROM THE BREAK).

Weed moved to reconvene the regular session. Rapson seconded. The motion carried unanimously.

Rapson moved to conditionally approve, with no prejudice as to any party's rights, the architectural plan as submitted, subject to Target's approval of two additional items: 1 – a second display window to match the adjacent display window on the right (south) elevation of the building, to be placed in the middle of the three architectural structures, as submitted; 2 –Awnings shall be placed on at least two of the three display windows located in the middle of the front (west) elevation, to the immediate left of the Target sign. The design and material of the awnings shall be of similar material and design as reflected in the non-Target elements of the plan at Target's election. Upon Target's approval of these conditions, the architectural plans shall be approved without requiring further action of the City Council. Cohn clarified that it should be an awning for one of the windows. Rapson amended the motion to "An awning shall be placed on at least two of the three display windows located in the middle of the front (west) elevation, to the Target sign. The design and material of the awning shall be of similar material and design as other awnings within the project as reflected in the non-Target elements of the plan, at Target's election." Weed reiterated that if Target approved, Council would not need to meet on this matter again. Kourajian seconded.

Rutherford clarified that if Council approved the motion, then that would be the end. If Target did not approve the awnings, there would be no awnings, but there would be windows on the side. Weed and Rapson disagreed. Weed said the other side had agreed to the language. Cohn said he had agreed to seek approval from Target. If Target did not approve the requested changes, then he would be back. Rutherford said she wanted to make sure they understood. The motion carried unanimously.

New Agenda Items

12-04-01 Public Hearing – Consider Variance for Lot 62, Wynnmeade Subdivision

Paul Trolinger of Southern Empire Homes addressed Council. Trolinger said a large portion of the lot was located in the 100-year floodplain. Trolinger brought in fill to bring the portion of the lot where the house would be located three feet above the flood elevation, as required. The site plan indicated the home would be located out of the minimum setbacks, but Trolinger said his company somehow overlooked the side boundary. He asked Council for a 3.1-foot variance to the side building setback.

Wayne Roberts told Council that he had given Trolinger's father a copy of the subdivision's covenants and had gone over the floodplain when he was chairman of the Homeowners Association architectural review committee. Roberts asked if dirt had been put into the floodplain and noted that would impact everyone else with property in the floodplain. Roberts said that Trolinger knew where the setbacks were, but to Roberts' knowledge, they did not get a survey placing the foundation before proceeding with construction. Roberts requested Council deny the variance.

City Planner David Rast briefly went over the history of the Wynnmeade subdivision. The Blount family had kept nine lots that were never built due to the floodplain. Marvin Isenberg, serving as the family's representative, asked the City to look at the lots and make recommendation on how to develop them. Rast said a letter was sent to Isenberg with the requirements, and the lots were sold to several builders.

Rast continued that Southern Empire had gone through the process and gotten their development permit, which required a foundation survey before any work started and the fact was stamped on the permit in red. Rast said the house was found framed, plumbed, with a roof, windows, and all the electrical work had been done. The foundation survey was then turned in, which showed the encroachment into the side setback. A lot of the work was done without requesting the required inspections by the City. Rast said the applicant was at fault since he had not followed the procedure, and the variance should not be granted. Rast added he was not sure how to remedy the situation due the house's stage of construction. He added that the adjacent lot would also be very difficult to develop due to the floodplain location. Rast had suggested Trolinger speak to the adjacent lot owner to see if they would be willing to sell the lot, or purchase the difference so the home would not be in the setback. Rast said the ordinance required that, when a lot was on the floodplain, the lowest portion of the home (the basement or first floor) must be three feet above the 100-year flood elevation. A flood certification had been done and the ground level met that requirement. Rast said it did not appear that the home encroached into the floodplain.

Rutherford asked how the fill was kept out of the floodplain. Rast said silt fencing had been used.

Kourajian referred to Fact #8 of the staff position paper. He noted that the fact indicated the foundation also encroached into the front setback. Rast said there were two foundation surveys. The original survey had the front setback shown as 35 feet rather than 30 feet, which was the zoning requirement. The survey had been redone so the front porch no longer encroached into the front setback and the second survey was accurate.

Weed noted that the requirement for the survey was in the building ordinance and asked how the requirements were communicated to the construction community. Building Official Tom Carty explained that each copy of the application was stamped, in red ink, with the wording. Weed clarified that builders were notified of all the requirements when they applied for a permit, including a foundation survey. Carty said yes.

Rapson pointed out that Attachment E showed the home was in the center of the lot, but the house had been moved to the extreme right. Otherwise, there would have been no need for a variance. Rast said a boundary survey had to be submitted showing the home location. The boundary survey was not a foundation survey. The boundary survey also included information on erosion control. Rapson noted that if the home had been placed according to the boundary survey then there would have been no problem with the setbacks, even if the house had moved as much as 15 feet. Rast said that was correct.

Brown said it was no secret that the lots would be incredibly hard to build. Agreements were put through and the City had stamped the applications in red ink. The directions were not followed and now the house had been built to an extent that it was hard to repair. The City was not at fault. Brown said he was against the variance.

Rutherford asked how the project got so far. She asked if the inspectors should go by difficult projects more often. Rutherford said she was amazed that much work had gotten done. Carty said the City did about 10,000 inspections a year. Sometimes the inspectors were called about possible problems. The inspectors did not just drive around and look at projects. The builders were responsible for the routine building surveys. Rutherford agreed, but said she was just surprised construction had gone so far.

Rapson said there was a lot of room on the lot to put the house and still be in compliance. Lot 63 was all in the floodplain. Rapson agreed with Rutherford, but said there was room to put the house in the front of the lot and still be in compliance. The City had done due diligence. Rapson said there had been three similar situations since he had been on Council, and all the variance requests had been denied.

Weed moved to deny the variance request in that it did not meet the three standards – there were no special circumstances pertaining to the property, based upon the actions of the applicant that no hardship had been imposed, and there had not been an intention to violate the ordinance. Weed said it was a case of misfeasance rather than malfeasance. Rutherford seconded. The motion carried unanimously.

12-04-02 Citizen Request for Council Support for the Creation and Funding of a State Licensing Board for Residential and General Contractors

Brown noted there was an additional document on the dais – a letter dated November 15, 2004, to the City Council regarding 115 Peninsula from Thomas and Lynn Fedor.

Rapson noted that the Fedors had recently moved into his neighborhood. He asked the City Attorney if he had a conflict of interest. Meeker asked Rapson if he would profit from any decision made or if he was related to the Fedors. Rapson said no.

Lynn Fedor addressed Council. She said her family was currently living in a different neighborhood because their home in the Peninsula subdivision was not suitable for its intended purpose. Fedor said it was a grave issue. The Fedors entered into a construction agreement in 2001 with a contractor for a house in the Peninsula. They closed on their house in early January 2003 after receiving the occupancy permit, and they found serious issues within a few days. There was an ongoing structural integrity issue with the home.

Fedor said they notified the contractor immediately in May and July of 2003 about some alarming settlement in the home. The letters were sent through their attorney and were sent registered mail and signed for by the builder. Fedor said the City had been told the issue was taken care of and she pointed out that it had not.

Fedor continued that they had several independent surveys and engineering reports done and no less than nine violations of the building code were found. Five of the violations were on the foundation and four were on the roof. They also discovered that the structural warranty, which was a contractual item they had paid for, was not supplied. As a result, there was no insurance to cover the structural issues. She continued that their homeowners' insurance had also been dropped due to additional risk to the insurer, which created a safety issue that led the family to move out. The City had partially condemned the home earlier this year.

Fedor said there were obviously legal issues since the code was violated. It was a serious problem that the builder violated the building code and was not held responsible. She noted that a three and one-half inch foundation was required, and samples had shown their foundation was two and five-eighths inches. Fedor said she was asking how the City could help to make the builder responsible for what he had done. Fedor said that they had asked Pathways what the warranties were before entering into the contract.

Pathways told the Fedors that the builder had to be financially sound, carry liability coverage, and provide a structural warranty. She said they found that the damages exceeded the builder's insurance; he had no bond, and had threatened that if they won any above the coverage, then the builder would go bankrupt.

Fedor said that this was a touchy issue. They had put their entire life savings into the home, which affected her family. She told Council they wanted assistance to get a state regulation passed to make builders responsible. State licensing was a big issue. Had the builder been licensed, these issues would have been taken care of before the builder moved on to the next project. Fedor said they wanted to hold their builder accountable for a full resolution of the issues. She asked the City to put a stop work order on the builder until he corrected their problems. She requested that Council enact local legislation to protect residents. She noted there was an 18-foot swale under their home that had been a trash pit. It was illegal to build a home on a trash pit.

Rapson asked Fedor to define structural integrity, not give opinions, but facts based on reports. Fedor said they had also submitted the information to the City. She referred to Dr. Edward Hape of Lawrenceville, who had done several studies on the home. Fedor said structural integrity meant a home was square. She said their house was moving and had cracks and leaks throughout. As the debris under the home decomposed and the dirt settled, the home would continue to move. The first estimate to make the necessary repairs had been $58,000. The cost was about $1,000 per pier under the home. The estimate was now up to $100,000-$150,000, and the engineer did not believe the repairs would hold. Fedor said their home was originally appraised at $1.4 million and the last appraisal was $650,000.

Weed asked Fedor if it would have helped if a soil compaction test had been done prior to the permitting. Fedor said yes. She continued that, in the contract specs, 12-foot X 12-foot X 12-foot piers were supposed to be under the house and there was not one under the home. The contractor stated under deposition that the soil had been compacted. About two weeks after the deposition, the builder said they had not planned to compact the soil and they told the foundation people to take the subwalls down to virgin soil. Rapson said they could not discuss an ongoing lawsuit.

Rapson asked staff what they knew. Weed said they did not need to go there since the Fedors were asking Council to support talking to the state delegation to pursue the licensing of general contractors. Weed said he wanted to do that and had researched the subject. He continued that the International Property Maintenance Code did not require soil compaction on residential lots. He said the City could require soil compaction tests. The cost was $4,000-$6,000 per project, which was a small price to have the standard in place locally. Weed said the state would also make the testing a requirement eventually. The cost was for the study only. Rapson asked if a soil compaction study needed to be done on all properties. McMullen said he was a mechanical engineer, not soils, but the immediate answer, not the final answer, was if a structure was to be built on top of fill, then compaction testing was appropriate. It would probably not be required for virgin soil.

Rapson said Council had been notified of a situation with a contractor. His concern was that the contractor was still building in the City. He wanted the Code Enforcement officers to check any current projects to see if the builder was in compliance. Rapson said the City had been put on notice that there was an issue with a particular contractor, and, staff should go out and check.

Meeker said there were disputes with builders on a daily basis. It was incumbent on the City to not just look at one builder in particular. They had inspections that should be done on a daily basis. Singling one out over the others was not appropriate. Staff should continue to do the job they were doing. Rapson disagreed. He said these were not small issues. They should focus on whomever the issue focused on. Meeker agreed the problem should not be ignored, but Meeker said there should be an ongoing analysis of everyone who was building in the City. Weed said the City had a full-time solicitor and code enforcement unit. Weed said the Fedors could pursue civil action through the court system. Weed said ordinance violations might have occurred and the person responsible might be the contractor. It was appropriate for the Fedors to report the problems to Code Enforcement. Weed said the Fedors should do that directly. Rapson said he would ask the City Manager to have Code Enforcement speak to the Fedors the next day.

Kourajian said this would be precedent setting and asked if a stop work order would be issued to someone any time. Rapson said all they had to do was talk to Code Enforcement, but the Fedors had chosen to come to Council. Kourajian asked if they should be done any time any one had an issue. Rapson said he disagreed with the City Attorney on this matter. Rapson explained that Code Enforcement should investigate and issue a stop work order if warranted. Kourajian said it might be a good idea, but he was not sure every complaint should come to Council. Rapson said the process was via Code Enforcement. Meeker said his point was that, whether the complaint came to Council, the City Manager, or code enforcement, it was incumbent upon staff to look into the matter.

Rapson agreed and noted that if a building had to be condemned, the staff should ask who built it and possibly look at other sites. Fedor said she had heard from 25 people who had been hurt by the same individual and had either the same or different issues. None of those issues had been resolved and many were still pending.

Bob Barnard, a representative of the state building association and the Midwest Georgia Builders Association, told Council that the General Assembly had passed House Bill 1003 during the last session. The bill required licensing for builders and general contractors, as well as bonds and education. The bill had been a collaboration between general contractors and homebuilders. The bill also mandated worker's compensation, general liability, and continuing education. Barnard said there were three levels of licenses – residential one (strictly building houses), light commercial/residential (small commercial complexes, apartment buildings up to four stories/upper-end residential), and general contractor (hospitals, libraries, etc.). The Governor signed the bill to be effective July 1, but it was not funded. The board had not been put in position yet to set up the rules and regulations. The Governor had assured them the program would be funded during the next session.

Fedor asked Barnard if builders were required to have insurance. Barnard said they were not required yet since the licensing was not in place. Currently, insurance was an option. Different levels of insurance would be required. Fedor asked what would happen if the building were worth $1.5 million, but the builder only had $300,000 in insurance. Barnard said the homeowner was responsible for asking questions. The state licensing requirement would put all the builders on the same level and the consumer would know that they met certain standards.

Weed moved to authorize the drafting of a resolution to adopt and send to the Governor's office in support of full funding for House Bill 1003. Rapson seconded. Brown offered a friendly amendment to include that a consumer advocate should be a member of the licensing board. Barnard said there was a 14-member board composed of 10 builders, two building officials, and two consumers. The bill mandated the board selection, and the Governor would make the appointments. Weed rejected the friendly amendment. The motion carried unanimously.

Weed instructed staff, Building Official Tom Carty and City Attorney Ted Meeker, to draft an ordinance to require soil compaction testing. He said Council might decide that was too much, but Council should look at an ordinance. Brown said he would also like something that required homebuilders to carry structural warranties. Meeker said that would not be a good idea from a liability standpoint. If the City required the warranty and one home slipped through the cracks, then the City would have liability. The City would be going above and beyond the inspection process currently in place. Brown asked Meeker if he would support the City requiring builders be bonded or carry liability insurance. Meeker said that would duplicate the efforts of state law. If the state law fell through, then the City could include something in the local ordinances.

Fedor asked if the City could do anything to keep the builder from continuing to build houses and make money until there had been some resolution. Weed said the court system would make the determination. Council could only refer the Fedors to Code Enforcement and the court system. Fedor asked why nothing was being done to Pathways since they required a warranty that had not been supplied. Brown said that was a contractual obligation on behalf of the builder and a legal concern.

Rutherford moved to extend the meeting past the 11 p.m. deadline. Rapson seconded. The motion carried 4-1 (Kourajian).

12-04-03 Consider Amendment to Cart Path Standards to Width of Nine Feet
Rutherford asked why the amendment did not set the standard at ten feet. She noted that many of the grants available required a standard of 10 feet. Rast said the width depended on the level of traffic. Eight feet was the minimum and 10 feet was optimum. Rast pointed out that the City's asphalt roller was nine feet wide.

Rutherford moved to change the standard to 10 feet. Brown seconded.

Assistant City Manager Colin Halterman noted that more trees would have to be cut down in some areas if the paths were 10 feet wide. Rutherford said they would have to take the trees out anyway. Rast said the ordinance included the path width and a two-foot shoulder on either side that was a clear zone. Rutherford suggested 10-foot paths and one and one-half foot shoulders. She said that would cover the same area. Kourajian said a two-foot graded shoulder was recommended on either side by the American Association of State Highway Transportation Officials (AASHTO). Rutherford they preferred a minimum of 10 feet of path and recommended two feet of shoulder.

Brown said there needed to be more direction on shoulders. Halterman noted that some areas of the cart path had 16-foot easements. The members also agreed to a 20-foot easement for cart paths.

The motion carried unanimously.

February 7, 2002 Regular Meeting Minutes
Weed moved to approve the February 7, 2002, regular meeting minutes as written. Rapson seconded. The motion carried 3-0-2 (Kourajian, Rutherford).

Council/Staff Topics
McMullen noted that City offices would be closed from noon-1:30 p.m. on Friday, December 10, for the Employee Christmas luncheon.

McMullen said there were no agenda items for the December 16 meeting. Brown moved to cancel the December 16 regular meeting. Weed seconded. The motion carried unanimously.

Rapson announced that the Tourism Association had made offers of employment to all of the Amphitheater and Tennis Center employees, and all had accepted except for the Tennis Center manager and one part-time pro.

Rutherford moved to reconvene in executive session to discuss pending litigation, personnel, and real estate. Rapson seconded. The motion carried unanimously.

Weed moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

Weed moved to authorize the Mayor to sign the agreement for the land swap. Kourajian seconded. The motion carried unanimously.

There being no further business to discuss, Brown moved to adjourn the meeting. Kourajian seconded. The motion carried unanimously. The meeting adjourned at 11:18 p.m.

Jane Miller, City Clerk

Stephen D. Brown, Mayor

Pamela Dufresne, Recording Secretary

2005 City Event Calendar

January	February	March
1/6 – City Council Meeting, 7 pm 1/17 – MLK Day, City Offices Closed 1/20 – City Council Meeting, 7 pm	2/3 – City Council Meeting, 7 pm 2/17 – City Council Meeting, 7 pm	3/3 – City Council Meeting, 7 pm 3/17 – City Council Meeting, 7 pm
April	**May**	**June**
4/7 – City Council Meeting, 7 pm 4/16 & 17 – Shakerag Arts & Crafts Festival (rescheduled) 4/21 – City Council Meeting, 7 pm	5/5 – City Council Meeting, 7 pm 5/19 – City Council Meeting, 7 pm 5/30 – Memorial Day, City Offices Closed	6/2 – City Council Meeting, 7 pm 6/16 – City Council Meeting, 7 pm
July	**August**	**September**
7/4 – Independence Day, City Offices Closed 7/7 – City Council Meeting, 7 pm 7/21 – City Council Meeting, 7 pm	8/4 – City Council Meeting, 7 pm 8/18 – City Council Meeting, 7 pm	9/1 – City Council Meeting, 7 pm 9/5 – Labor Day, City Offices Closed 9/12-16 – Qualifying for City Election **9/17 & 18 – Shakerag Arts & Crafts Festival** 9/15 – City Council Meeting, 8:30 pm
October	**November**	**December**
10/6 – City Council Meeting, 7 pm 10/20 - City Council Meeting, 7 pm	11/3 – City Council Meeting, 7 pm **11/8 – Peachtree City General Election** 11/17 - City Council Meeting, 7 pm **11/24 & 25 – Thanksgiving Holiday, City Offices closed** **11/29 – Runoff Election** (if needed)	12/1 – City Council Meeting, 7 pm 12/15 – City Council Meeting, 7 pm **12/23 & 26 – Christmas Holiday, City Offices close at Noon on 12/23 and remain closed on 12/24**

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

Updated 12/28/04

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: *November 2004*

	October-04	November-04	FY 2005 YTD	FY 2004 YTD
Human Resources				
Workers Compensation Claims Filed	3	0	3	6
City Vehicle / Equipment Accidents	1	1	2	0
Lawsuit Legal Fees	$13,988.50	$10,699.53	$24,688.03	$5,915.00

Municipal Court

	October-04	November-04	FY 2005 YTD	FY 2004 YTD
Fines Collected	$94,728.16	$122,195.66	$216,923.82	$150,238.15
Online Transactions	140	175	315	N/A
Citations Closed	632	474	1106	1,027
Jail Fund Balance	$1,363.51	$2,025.83	$35,234.50	$36,185.72

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

Public Information

	October-04	November-04	FY 2005 YTD	FY 2004 YTD
New Businesses Registered	27	48	75	41
Public Contacts, Questions & Complaints	62	41	103	106

This includes 8 complaints against Comcast Cable Company and 10 complaints against EPI - Environmental Partners.

PEACHTREE CITY BUILDING DEPARTMENT
2004 MONTHLY REPORT

	Oct-04	Nov-04	Fiscal Y-T-D 2005	Fiscal Y-T-D 2004
DEVELOPMENT PERMITS:	9	11	20	62
BUILDING PERMITS:				
Single Family Residential	5	4	9	54
Multi-Family Residential	0	0	0	0
Misc.-Pools/fences/additions	55	36	91	119
Commercial/Industrial	12	16	28	23
TOTAL INSPECTIONS:	624	482	1,106	1,451
CERTIFICATE OF OCCUPANCY:				
Residential	23	15	38	33
Commercial	8	6	14	8
Multi-Family Residential	0	0	0	1
CODE ENFORCEMENT:				
Sign Violations	151	78	229	464
Rehab	21	15	36	29
Notice of Violations	268	260	528	811
Citations	5	1	6	10
Stop Work Orders	5	8	13	32
Complaints From Citizens	21	13	34	43
PERMIT FEES COLLECTED:	18,551	55,949	74,500	109,239
POPULATION:	35,532	35,563	35,563	34,907

Based on 2.09 of completed occupancy

Financial Services Monthly Report (Unaudited)

STATUS OF FUNDS AS OF NOVEMBER 30, 2004

Fund		Cash Balance		Total Investment		Total Cash and Investments		YTD Interest
General Fund	$	2,538,106	$	5,020,376	$	7,558,482	$	20,383
Library Sales Tax Fund		11,055		-		11,055		-
Dare Fund		2,000		-		2,000		-
Hazmat Fund		2,428		-		2,428		-
Youth Council Fund		940		-		940		-
Fire/EMS Grants		160		-		160		-
Hotel/Motel Tax Fund		119,960		-		119,960		-
Library Construction Fund		-		4,302,849		4,302,849		14,806
Public Improvement Fund		199,623		1,872,444		2,072,067		6,109
Debt Service Fund		-		18,249		18,249		-
Municipal Court Fund		106,456		-		106,456		-
Neighborhood Parks/Rec.		12,955		-		12,955		4
Federal Seizures Police		8,231		-		8,231		3
Police Tuition Account		4,259		-		4,259		-
Athletic Assoc. Funds		15,802		-		15,802		-
Escrow Account		111,103		-		111,103		-
Pension Trust Fund		2,279		6,801,576		6,803,855		-
Grand Total	**$**	**3,135,357**	**$**	**18,015,494**	**$**	**21,150,851**	**$**	**41,305**

Collateral Analysis as of November 30, 2004

	Bank		Total Held
Bank of New York	Wachovia	$	1,437,330
Bank of New York	Peachtree National		5,439,411
Federal Res Bk of Boston	South Trust		13,341,077

Financial Services Monthly Report (Unaudited)
As of November 30, 2004
General Governmental Funds Budget Comparison
Revenues - By Major Category

Description		2005 Budget		Actual YTD		Difference	%
General Property Taxes	$	8,642,166	$	454,174	$	(8,187,992)	5.26%
Franchise Taxes		1,942,633		106,347		(1,836,286)	5.47%
Local Option Sales Tax		6,338,418		1,062,835		(5,275,583)	16.77%
Other Sales & Use Taxes		644,013		99,008		(545,005)	15.37%
Business Taxes		1,825,422		1,554,750		(270,672)	85.17%
Licenses & Permits		909,228		181,308		(727,920)	19.94%
Grants		129,616		-		(129,616)	0.00%
Charges for Services		1,281,187		97,354		(1,183,833)	7.60%
Fines & Forfeitures		975,667		149,209		(826,458)	15.29%
Investment Income		81,134		20,383		(60,751)	25.12%
Surplus Carryover		1,411,398		-		(1,411,398)	0.00%
Other Revenue		28,002		12,818		(15,184)	45.78%
Other Financing Sources		380,436		59,980		(320,456)	0.00%
Total General Fund	**$**	**24,589,320**		**3,798,166**	**$**	**(20,791,154)**	**15.45%**
Hotel/Motel Tax		946,308		179,940		(766,368)	19.01%
Total General & Hotel Funds	**$**	**25,535,628**		**3,978,106**	**$**	**(21,557,522)**	**15.58%**

General Governmental Funds Budget Comparison
Expenditures by Division YTD

Percentage into Budget Year *16.67%*

Division		2005 Budget		Actual YTD		Difference	%
Administrative	$	1,373,422	$	206,503	$	1,166,919	15.04%
Developmental		1,630,045		167,171		1,462,874	10.26%
Finance		758,073		103,803		654,270	13.69%
Leisure Services		4,351,363		589,308		3,762,055	13.54%
Public Safety		9,050,893		1,170,759		7,880,134	12.94%
Public Works		4,337,767		497,093		3,840,674	11.46%
Council Contingency		100,000		-		100,000	0.00%
Non-Profit Organizations		15,000		-		15,000	0.00%
Grant Incentive Program		50,000		-		50,000	0.00%
Transfer to Development Authority		35,000		-		35,000	0.00%
Transfer to PIP		445,862		-		445,862	0.00%
Transfer to Debt Svc		2,271,912		178,917		2,092,995	7.88%
Transfer to Library Debt Service		402,998					
Liability Insurance		73,485		-		73,485	0.00%
Legal Services		52,500		14,152		38,348	26.96%
Gen'l Admin		150,000		-		150,000	0.00%
Other		(509,000)		-		(509,000)	0.00%
Total General Fund	**$**	**24,589,320**	**$**	**2,927,706**	**$**	**21,661,614**	**11.91%**
Transfer to General Fund		315,436		59,980		255,456	19.01%
Transfer to Tourism General Fund		630,872		64,644		566,228	10.25%
Total General & Hotel/Motel Funds	**$**	**25,535,628**	**$**	**3,052,330**	**$**	**22,483,298**	**11.95%**

Summary of Major Expenditures by City Manager

Description	Budget	Award	Svgs/Short	Date

Financial Services Monthly Report (Unaudited)

As of November 30, 2004

Purchasing Monthly Report

For Fiscal Year	2005	2004
Purchase Orders / Requistions Processed	585	629
City Store Requistions Processed	20	18
Sealed Bids Requested	7	16
Requests for Proposals	5	1
Bids Awarded	3	6
Requests for Proposals Awarded	4	4
Contracts Prepared	5	3
Fixed Assets Purchased	3	11

Information Technology Monthly Report

	Current Month	FY2005 YTD
Work Orders Created	97	209
Work Orders Closed	83	161
Work Orders Open	14	15
Corrective Work Orders	37	114
Project Work Orders	2	6
Technical Support	50	66
Website Visits	22,938	49,943

PEACHTREE CITY FIRE/EMS DEPARTMENT
2005 MONTHLY REPORT

	Oct-04	Nov-04	2005 Y-T-D	2004 Y-T-D
FIRE/ACCIDENT CALLS				
Residential	1	3	4	4
Business/Industrial	2	1	3	5
[1]**Rescue/EMS Assist**	134	110	244	
[1]**Vehicle/Golfcart Accidents**	20	22	42	
[1]**False Alarms**	26	27	53	
[2]**Other**	27	33	60	344
Total Engine Response	210	196	406	353
Dispatched Fire Calls	48	62	110	92
Response Time Fire	5:14	5:19	5:17	4:00
RESCUE/EMS				
Trauma	78	63	141	67
Medical	86	68	154	74
Total # Patients	164	131	295	141
Patients Transported	76	60	136	60
Dispatched EMS Calls	164	137	301	269
Total Medic Response	189	161	350	141
Dispatched Fire/EMS Total	212	199	411	361
Response Time EMS	4:37	4:20	4:29	4:18
EMS BILLING				
Patients Billed	55	51	106	143
Revenue Generated	20,694	19,874	40,568	54,440
[3]**Total Revenue Received**	15,226	23,517	38,743	44,940

[1]**Previously categorized as Other**

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

[3]**Revenue Received on All Outstanding Accounts**

LEISURE SERVICES MONTHLY REPORT
NOVEMBER 2004

Activity Description	Unit	November - 04	FY 2005 YTD	FY 2004 YTD
Library				
Books Circulated	number	14,405	29,619*	32,883
Internet Usage	visits	2,231	4,332*	4,677
Computer Lab Use	hours	16	38	30

*Library Closed to Move to Temp Location

Recreation

Activity Description	Unit	November - 04	FY 2005 YTD	FY 2004 YTD
Class/Program Revenue	$	$3,329	$7,864	$6,855
Playing Surface Mowing	hours	225	703	676
Playing Field Preparations	hours	270	690	663
Building Maintenance	hours	402	869	813
Safety Inspections	visits	50	100	100
Litter Removal	hours	268	572	576
Complaints answered	number	2	2	3

PEACHTREE CITY POLICE DEPARTMENT
2004 MONTHLY REPORT

	OCT 04	NOV 04	2004 Y T D	2003 Y T D
PART I CRIMES				
Murder	0	0	0	0
Rape	0	0	2	4
Robbery	0	1	1	4
Aggravated Assault	1	1	11	10
Arson	0	0	1	1
Auto Theft	5	4	50	72
Theft	19	21	231	210
Burglary	0	0	18	17
TOTAL PART I CRIMES	**25**	**27**	**314**	**318**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	22	24	240	174
DUI – ADULT	20	23	211	144
DUI – UNDERAGE	2	1	29	30
MINOR IN POSSESSION OF ALCOHOL	17	3	126	97
DRUG ARRESTS	16	5	159	117
ARRESTS				
PROPERTY CRIMES	15	13	138	105
PERSON CRIMES	9	7	74	62
CITY ORDINANCES	31	46	535	441
OTHER	110	89	1085	945
AVERAGE RESPONSE TIME	5.20	5.33	5.31	5.28
CALLS ANSWERED	**6395**	**6594**	**70,915**	**61,637**
TRAFFIC				
CITATIONS ISSUED	874	680	8978	5846
WARNINGS	540	441	6832	5662
ACCIDENTS	89	101	1030	1068

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / PEACHTREE PARKWAY	5
HWY 54 / WALT BANKS ROAD	4
HWY 54 / LINE CREEK	3
HWY 54 / ROBINSON ROAD	3
HWY 54 / HWY 74	2

TOP 5 ACCIDENT LOCATION – Y T D

HWY 54 / HWY 74	48
HWY 54 / PLANTERRA DR	45
HWY 54 / HUDDLESTON DR	39
HWY 54 / PEACHTREE PARKWAY	27
HWY 54 / LINE CREEK	24

PUBLIC SERVICES MONTHLY REPORT
NOVEMBER 2004

Activity Description	Unit	November - 04	FY 2005 YTD	FY 2004 YTD
Street Patching	Hrs.	0	259	824
Street Crack Sealing	Hrs.	0	0	0
Drainage Maintenance	Hrs.	199	356	361
Street Sweeping	Hrs.	0	0	144
Cart Path Paving	Ft.	662	5,276	8,859
Cart Path Litter Removal	Hrs.	254	307	151
Cart Path Drainage Maintenance	Hrs.	145	248	248
R.O.W. Mowing	Hrs.	119	780	390
R.O.W. Litter Removal	Hrs.	392	585	302
Landscape Maintenance	Hrs.	902	1,957	734
Landscape Planting/Mulching	Hrs.	0	0	134
Litter Removal	Hrs.	0	14	30
Subdivision Sign Maintenance	Hrs.	8	45	126
Traffic Sign Maintenance	Hrs.	239	345	165
Vandalism Repairs	Hrs.	21	41	15
Citizen Complaints Answered	Num.	80	201	60
Community Service	Hrs.	35	35	0
RECYCLING SITE				
Manhours	Hrs.	52	104	140
PARTICIPANTS				
Recycling	Num.	154	384	553
Composting	Num.	1,068	3,032	2,205
Mulch Pick Up	Num.	69	94	282

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager** **Assistant City Manager**

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

DATE: **December 13, 2004**

SUBJECT: **Indemnification Agreement**
January 6, 2005 Council Agenda

Recommendation:

Council adopt the attached resolution indemnifying City elected and appointed officials (except officials of authorities) and employees.

Discussion:

Each year Council adopts a resolution indemnifying officials and employees and agreeing to defend and pay judgments rendered against them for acts or omissions performed or neglected to be performed by them in the course of their employment or association with the City. This indemnification does not apply to individuals who act oppressively, maliciously, corruptly or without authority.

Budget Impact:

The budget impact is unknown. There will be no impact unless Council must defend one of those indemnified.

Attachment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING POTENTIAL LIABILITY OF CITY ELECTED OFFICIALS, APPOINTED OFFICIALS, AND EMPLOYEES

WHEREAS, the City of Peachtree City is a municipal corporation duly chartered and incorporated by the State of Georgia; and

WHEREAS, as a result of certain decisions by State and Federal Courts, elected and appointed officials and employees of the City may be subject to suits seeking to hold those persons personally liable for damages: and

WHEREAS, elected and appointed officials, employees, and other individuals may be subject to formal complaints under the City Code of Ethics; and

WHEREAS, the City Council deems it to be in the best interest of the City to indemnify, defend, and protect City elected and appointed officials and employees from certain liability.

IT IS THEREFORE, RESOLVED THAT:

The City of Peachtree City shall indemnify, defend and pay any and all judgments rendered against any City elected official or appointed official (with exception of officials of authorities) or employee for any and all suits brought against them for any acts or omissions performed or neglected to be performed by them in the course of their employment, or association with the City.

The City of Peachtree City shall provide legal counsel to any elected official, appointed official, employee, or other individual who is investigated under the City's Code of Ethics (with the exception of officials of authorities) for representation before the Ethics Board, the investigation conducted by the Ethics Board, and any action taken by Council. Such legal counsel shall be selected by the individual requesting representation from a panel of three attorneys compiled by the City Staff selected from the attorneys on the approved list of lawyers maintained by GIRMA.

The indemnification shall not apply to those individuals who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. §36-33-4.

This resolution shall remain in full force and effect until such time as it may be amended or repealed by a subsequent resolution of the City Council.

SO RESOLVED, in open session assembled pursuant to law. This 6th day of January 2005.

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Mayor

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ATTEST: ______________________________
Jane S. Miller, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

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

DATE: **December 13, 2004**

SUBJECT: **Authorization of Legal Organ**
January 6, 2005 Council Agenda

Recommendation:

Staff recommends that Council re-appoint Fayette Newspapers, Inc. as the City's legal organ.

Discussion:

Fayette Newspapers, Inc. has been the legal organ for Peachtree City for a number of years. Their publication schedule allows for timely placement of legal ads required by the City. The newspaper provides good service and is responsive to requests by City staff relative to legal ads.

Budget Impact:

There is no budgetary impact beyond the cost of the legal ads placed by the City.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council

FROM: City Manager

DATE: December 1, 2004

SUBJECT: APPOINTMENT TO THE AIRPORT AUTHORITY
January 6, 2005, Council Agenda

The Selection Committee, composed of Mayor Steve Brown, Council Member Judi-ann Rutherford, Authority Member Doug Fisher and myself considered two applicants for the vacancy on the Airport Authority.

It is the recommendation of the Committee that Mr. Jerry Cobb be reappointed to serve a term from 01/01/2005 to 12/31/2010.

A copy of Mr. Cobb's application is attached for your review.

BJM/gr

Attachment

1:20

Jerry Cobb
124 Battery Way
Peachtree City, GA 30269
678-478-4630 C
770-631-9123 H

1. **How long have you been a resident of Peachtree City?** 14 years

2. **Why are you interested in serving on the Airport Authority?**

   Being retired, I will commit to serve as much time as necessary to keep and make our airport one that we can all be proud of. I will promote the airport to attract new businesses and to serve our existing businesses and users of the airport. I feel that our airport is very important as a gateway to our city. I hope to be a part of the future development of the airport with the ultimate goal of making the airport a self sufficient entity

3. **What qualifications and experience do you possess that would benefit the Airport Authority?**

   Having served on the Airport Authority, I feel that I am aware of the critical issues that will demand our attention in the near future. I have been totally committed to the success of Falcon Field Airport. Having been involved in General Aviation for 45 years has provided me with experience to know what we should be doing to develop and operate a first rate facility.

4. **List major jobs you have held during your working career to include the name of the company and position.** Please see attached resume.

5. **Do you have past experience relating to airport operations?**

   I have been directly and actively involved in the daily operation of the airport over the past four and a half years. I have an understanding of all job functions at the airport.

6. **Have you attended any Airport Authority meetings in the past year, if so , how many?**

   I have attended all meetings.

7. **Would there be any possible conflict of interest between your employment and your serving on the airport authority?**

   I am retired.

8. **Describe your community involvement.**

Member of Peachtree City Kiwanis Club, Dixie Wing of the Commemorative Air. Force, Organizer and Director of THE GREAT GEORGIA AIRSHOW for the past 3 years. Member of Post 50, VFW.

Jerry R Cobb 12 OCT 04

Jerry R. Cobb
124 Battery Way
Peachtree City, GA 30269

678-478-4630 C
770-631-9123 H

Email
jerrycobb@mindspring.com

Jerry R. Cobb
124 Battery Way
Peachtree City, Georgia 30269
678-478-4630

OBJECTIVE	**Promote and develop Peachtree City-Falcon Field Airport into the "Best Little Airport In Georgia" and to continue to make the airport an asset and good neighbor for our community.**

POST RETIREMENT COMMUNITY INVOLVEMENT

August 2000-Present	**Member, Peachtree City Airport Authority. Involved in oversight of the airport. Positively interact with users of the airport. Sponsored and encouraged the Authority to exercise an option for the successful purchase of the last large parcel of land adjoining the airport. Served as Secretary-Treasurer of the Authority.** **Serve as Aircraft Owners and Pilots Association Airport Support Network Volunteer for Falcon Field.** **Involved with THE GREAT GEORGIA AIRSHOW. Served as Air Show Director and Organizer of the Air Show 2002, 2003 and 2004.** **Local Coordinator for the 2003 National Air Tour visit at Falcon Field.** **Conducted 2 Young Eagle Days, a program of the Experimental Aircraft Association to introduce young people to the world of flight.**
January 2000-August 2000	**Organized and coordinated construction of a sewer line and lift station to serve 10 executive hangar owners at Falcon Field. System was built at no cost to the airport by the 10 executive hangar owners and ownership was transferred to the Airport Authority.**

WORK EXPERIENCE

September 1991-January 2000	**Pilot, Delta Airlines** **Chief Line Check Airman, Responsible for standardization of Line Check Pilots.**

July 1981- September 1991	**Pilot, Pan Am** Instructed in Flight Training Department. Facilitated Cockpit Resource Management training.
June 1969- July 1981	**Pilot, National Airlines** International and domestic operations.
Oct 1962- Jun 1969	**United States Air Force** Served as a Regular Officer. Instructed in F-4C, D, E, fighter aircraft. 137 combat missions over North Vietnam. Developed and taught formal courses in weapons employment. Maintenance test pilot. Decorations include The Distinguished Flying Cross and Air Medal.
Jun 1962- Oct 1962	**Aerospace Technologist, NASA** Involved in fluid and flight mechanics. Performed trajectory analysis of Saturn C-5 booster. Participated in earth-lunar flight feasibility studies.
Jun 1958- Jun 1962	**Physics laboratory instructor, University of Alabama** Instructed first year physics students in laboratory experiments in mechanics and electricity.
EDUCATION	University of Alabama, B.S. Major: Mathematics Minor: Physics
FAA LICENSE	Airline Transport Pilot, Multiengine Land and Glider Rated as Captain in: Boeing 727, 737, 747, 757, 767 MD DC-10 and Lear Jet

PROFESSIONAL AND CIVIC AFFILIATIONS

Member of EAA, AOPA, VFW, Commemorative Air Force, Board member of the Peachtree City Kiwanis Club, Board member of THE GREAT GEORGIA AIRSHOW, International Swift Association, Amateur radio operator, KI4NU.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council**

FROM: **City Manager** Bernard J. McMullen

DATE: **December 6, 2004**

SUBJECT: **APPOINTMENT TO THE RECREATION COMMISSION**
January 6, 2005, Council Agenda

The Selection Committee, composed of Mayor Steve Brown, Council Member Stuart Kourajian, Recreation Commission Member George Martin, and myself considered three applicants for the vacancy on the Recreation Commission.

It is the recommendation of the Committee that Mr. Joe Frazar be appointed to serve a term from 01/01/05 to 12/31/08.

A copy of Mr. Frazar's application is attached for your review.

BJM/gr

Attachments

ok

RECREATION COMMISSION
APPLICATION FOR APPOINTMENT

Thank you for your interest in being considered for appointment to the **Recreation Commission.**

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

The Recreation Commission is comprised of five members appointed to three-year terms. Meetings are held on the third Monday of each month at 6:30 p.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. The Commission is responsible for planning and providing the policy of public playgrounds, play fields, indoor recreation centers and other recreation facilities owned by the City.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Gloria Reid, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on FRIDAY, OCTOBER 15, 2004**. The City will contact you within two weeks of the application closing date.

If you have questions, please contact Gloria Reid at 487-7657.

NAME: BG Joe N. Frazar III, USA (Ret)

ADDRESS: 407 Tantallon
Peachtree City, GA 30269

TELEPHONE (Day Time) 678-364-9397

(Evening)

(Email) joe396@aol.com

Joe N. Frazar III
Signature

15 Oct 2004
Date

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

3+ years since June 01

2. Why are you interested in serving on the Recreation Commission?

Contribute to the community I live in. to help make PTC a great place to live.

3. What qualifications and experience do you possess that would benefit the Recreation Commission?

Retired Brigadier General, US Army – Installation Chief of STAFF - FT. Stewart, GA. Commandant of Cadets at a Military school/college

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

See ATTACHED Resume – attached

5. Do you have any past experience relating to recreation? If so, describe.

– Commandant of Cadets at Valley Forge Mil. ACAD/College responsible for intramural programs, cadet leadership training, youth activities, 350 summer camp for boys between ages 18 - 13 years old.

6. Have you attended any Recreation Commission meetings in the past year and, if so, how many?

no

7. Would there be any possible conflict of interest between your employment and you serving on the Recreation Commission?

Retired

8. Describe your current community involvement.

Kiwanis – Board, Director
FIRST Baptist Church, ASST Sunday School Teacher
U.S. Naval Academy Alumni ASSOC for ATLANTA.

RESUME OF SERVICE CAREER

of

JOE NEWTON FRAZAR III, Brigadier General

YEARS OF ACTIVE COMMISSIONED SERVICE Over 30

DATE OF RETIREMENT 30 June 1996

MILITARY SCHOOLS ATTENDED
The Armor School, Basic and Advanced Courses
United States Army Command and General Staff College
United States Army War College

EDUCATIONAL DEGREES
United States Naval Academy - BS Degree - No Major
Kansas State University - MA Degree - History

FOREIGN LANGUAGE(S) None recorded

MAJOR DUTY ASSIGNMENTS

FROM	TO	ASSIGNMENT
Nov 65	Feb 66	Student, Armor Officer Basic Course, United States Army Armor School, Fort Knox, Kentucky
Feb 66	Jun 66	Platoon Leader, Company B, 1st Battalion, 66th Armor, 2d Armored Division, Fort Hood, Texas
Jun 66	Jun 67	Executive Officer, Company H, 2d Squadron, 11th Armored Cavalry Regiment, United States Army, Vietnam
Jun 67	Aug 68	Chief Instructor, Equipment Branch-Procedures Division, United States Army Armor School, Fort Knox, Kentucky
Aug 68	Jun 69	Student, Armor Officer Advanced Course, United States Army Armor School, Fort Knox, Kentucky
Jun 69	Mar 70	Commander, Headquarters Troop, 3d Squadron, 5th Cavalry, 1st Infantry Brigade, 5th Infantry Division, United States Army, Vietnam
Mar 70	Jul 70	Assistant S-3 (Operations & Plans), 1st Infantry Brigade, 5th Infantry Division, United States Army, Vietnam
Jul 70	Jul 71	Aide-de-Camp to Chief, Joint United States Military Advisory Group, Manila, Republic of Philippines
Jul 71	Jul 72	Aide-de-Camp to Deputy Commanding General, 3d United States Army, Fort McPherson, Georgia
Jul 72	Apr 74	S-3 (Operations), 1st Battalion, 66th Armor, 2d Armored Division, Fort Hood, Texas
Apr 74	Jul 75	Assistant Inspector General, 2d Armored Division, Fort Hood, Texas
Aug 75	Jun 76	Student, United States Army Command and General Staff College, Fort Leavenworth, Kansas
Jun 76	Dec 76	Student, Kansas State University, Manhattan, Kansas
Dec 76	Jun 78	Tactics Specialist, Department of Tactics, United States Army Command and General Staff College, Fort Leavenworth, Kansas

Jun 78	Jul 79	Instructor, Combined Arms Operations, United States Army Command and General Staff College, Fort Leavenworth, Kansas
Jul 79	Jun 80	Executive Officer, 5th Battalion, 68th Armor, 8th Infantry Division, V Corps, United States Army Europe, Germany
Jun 80	Apr 81	S-3 (Operations), 3d Brigade, 8th Infantry Division, V Corps, United States Army Europe, Germany
Apr 81	Apr 82	Executive Officer, later Director, Force Development, 7th Army Training Command, United States Army Europe, Germany
Apr 82	Jul 83	Commander, 3d Battalion, 66th Armor, 2d Armored Division, Fort Hood, Texas
Jul 83	May 85	Commander, 4th Battalion, 64th Armor, 24th Infantry Division (Mechanized), Fort Stewart, Georgia
May 85	Jun 86	Student, United States Army War College, Carlisle Barracks, Pennsylvania
Jun 86	Sep 88	Commander, 1st Brigade, 24th Infantry Division (Mechanized), Fort Stewart, Georgia
Sep 88	Dec 88	Division Chief, Office of the Deputy Chief of Staff for Operations and Plans, United States Army, Washington, DC
Jan 89	Jul 89	Deputy Director for Training, Office of the Deputy Chief of Staff for Operations and Plans, United States Army, Washington, DC
Jul 89	Aug 90	Chief of Staff, 24th Infantry Division (Mechanized), Fort Stewart, Georgia
Sep 90	Apr 91	Assistant Division Commander, 24th Infantry Division (Mechanized), DESERT STORM, Saudi Arabia
Sep 90	Jun 91	Assistant Division Commander, 24th Infantry Division (Mechanized), Fort Stewart, Georgia
Jun 91	Jul 93	Commanding General, 2d Reserve Officer Training Corps Region, Fort Knox, Kentucky
Aug 93	Jul 96	Assistant Deputy Chief of Staff, Training, United States Army Training and Doctrine Command, Fort Leavenworth, Kansas

PROMOTIONS	DATES OF APPOINTMENT
2LT	9 Jun 65
1LT	1 Sep 66
CPT	1 Nov 67
MAJ	6 Nov 75
LTC	6 Mar 81
COL	1 Dec 85
BG	1 Jul 91

US DECORATIONS AND BADGES

Defense Service Medal
Legion of Merit (with 2 Oak Leaf Clusters)
Bronze Star Medal (with Oak Leaf Cluster)
Meritorious Service Medal (with 3 Oak Leaf Clusters)
Joint Service Commendation Medal
Army Commendation Medal
Army Achievement Medal (with Oak Leaf Cluster)
Parachutist Badge

SOURCE OF COMMISSION USNA

SUMMARY OF JOINT ASSIGNMENTS

prepared May 1996

Joe N. Frazar III

~~611 Scott, Ft Leavenworth, Ks 66027~~
~~(913) 682-4784~~

OBJECTIVE: Superintendent/President of a military school/college

PERSONAL QUALIFICATIONS: A senior military officer with over 30 years of leadership and management experience in education, training development, planning and operations.

- Creative, visionary thinker offering proven planning, managerial, and communication skill.
- Demonstrated imaginative and decisive leadership in solving problems constructively
- Possessing a strong work ethic, people oriented leadership, ability to work at and with all levels, and ability to manage change.
- Ability to balance theoretical concepts with practical application of teaching, both inside and outside the classroom or training environment.
- Proven capability in designing, developing, and producing educational or training programs to improve or sustain performance for a wide variety of target populations.
- Extensive experience in preparing and delivering presentations to executive level officials, civic organizations, parent groups, and educators.

PROFESSIONAL EXPERIENCE

LEADERSHIP AND EDUCATION

- Taught and mentored men and women in the art and science of leadership throughout career
- Wrote the first criterion referenced instruction/course in Army school system. Course was graduate level and became a model for future instruction.
- Consistently produced outstanding instruction and courses. Hands-on experience in authoring and teaching courses at the Army's graduate level staff and leadership school.
- Introduced, with assistance from industry, the first computer assisted education techniques in the curriculum of the Army's mid-level staff college.
- At invitation of a university president, consulted, with a group of educators, university leadership in the introduction of an "active learning" philosophy to the campus and curriculum. School rated one of the best educational values in its region a few years later.
- Guest lectured in upper and lower level division college courses in leadership, history, military doctrine and operations, and management.
- Acted as area coordinator for Officer Christian Fellowship and led Bible studies.

ADMINISTRATION

- As chief of staff of two installation post---equal to Chief Operating Officer (COO)--- directed and coordinated a large diverse organization ---equivalent to a large university---that provided work and community facilities and support. Services included housing, engineering, transportation, legal, medical, food service, recreational, and educational and training facilities.
- Directed the selection of a major training support contract valued at over $120m. Proceedings resulted in no protests. Supervised the annual execution of the contract.
- Negotiated and signed first successful agreement for training on peacekeeping operations with a foreign army.

- Directed the operation of a 1700 multi-cultural, multi-gender person organization responsible for administering the Reserve Officer Training Program (ROTC) in a 12 state region at 104 universities/colleges and 3 military junior colleges with over 10,000 senior ROTC cadets.

--- Supervised an annual $25 million operating budget and an annual $11 million scholarship budget to 100% execution increasing quality and production of major programs within budget

--- 100% successful on recruiting and marketing.

--- Improved relationship with heads of educational institutions.

--- Designed and conducted an annual leadership program for university officials and professors.

--- Commanded three ROTC Basic Camps judged as most effective and efficiently operated since inception. Upgraded quality of training and reduced attrition by over 50%

OPERATIONS

- Planned and executed, within budget, the reorganization and relocation to another post and division, an organization of 500 members plus families and including all unit property. Effort equivalent to relocation of a small town.
- Directed a six month split base operation (East and West coast) for a 600 member organization without loss in operational effectiveness.
- Planned and directly supervised the deployment and return of a mechanized infantry division to a combat theater.

---Directed the expenditure of a $45 million deployment budget without default

---Organized the redeployment operation with 2000 individuals and in turn established standards and procedures for return of other organizations from theater.

- Organized and coordinated with federal, state, and local governments humanitarian aid to hurricane damaged South Carolina. Relief operations involved over 3000 individuals and seven subordinate organizations and accelerated the recovery of the area.

TRAINING

- Engineered the development of the Army's future training management strategy to include automating the training management process and introducing simulation based training.
- Conceptualized and supervised the development of the Army's institutional and self-development educational system embracing emerging technology and introducing distance learning concepts and procedures into future classrooms..
- Supervised the premier training program for senior operational commanders and units insuring relevant exercises and maintenance of operational proficiency for major warfighting units.
- Conceptualized and guided the stand up of a special training group to assist and train Army units to operate in strategic operational environment.

PERSONAL EDUCATION

CIVILIAN	Kansas State University, MA Degree U.S. Naval Academy, BS Degree New Mexico Military Institute, Distinguished Military Student
MILITARY	U.S. Army War College U.S. Army Command and General Staff College: Honor Graduate
OTHER	Mager Associates:, Criterion Referenced Instruction The Wharton School , UnivPA: Strategic Management

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
FROM:	**City Planner/ Zoning Administrator** David
VIA:	**City Manager** **Developmental Services Director**
DATE:	**December 27, 2004**
SUBJECT:	**Adoption of Transmittal Resolution for STWP/ CIE update** *January 6, 2005 City Council agenda*

Recommendation:

Staff recommends that City Council approve the attached Transmittal Resolution authorizing the Mayor to forward the Short Term Work Program and other Plan Amendments to the Atlanta Regional Commission and the Department of Community Affairs for review.

Discussion

Staff has completed our annual update to the City's Comprehensive Plan, which must be submitted to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA) for review and approval. This information includes updates to the Short Term Work Program (STWP), the Capital Improvements Element (CIE) and an Impact Fees Report.

Prior to submitting this information to ARC, City Council must adopt a Transmittal Resolution authorizing the Mayor to forward these documents for review. Once we receive comments from ARC and DCA, the documents will be revised accordingly and re-submitted for approval. City Council must then officially adopt these updates, which will be incorporated into our Comprehensive Plan.

As you are aware, these updates must be prepared on an annual basis as specified within the Georgia Planning Act and the Development Impact Fee Compliance Requirements. Approval and adoption of these documents is required in order for the City to maintain its status as a Qualified Local Government (QLG).

Budget impact:

There are no budget impacts associated with this request.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING UPDATES TO THE SHORT TERM WORK PROGRAM AND CAPITAL IMPROVEMENTS ELEMENT

WHEREAS, the City of Peachtree City has completed an annual update to the Short Term Work Program and Capital Improvements Element for the period 2005 – 2009; and

WHEREAS, the annual update to the Short Term Work Program was prepared in accordance with the Minimum Planning Standards and the annual update of the Capital Improvements Element was prepared in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, a Public Hearing was held on December 13, 2004, at 7:00PM at City Hall in Peachtree City, GA.

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby submit the Annual Update to the Short Term Work Program and the Capital Improvements Element covering the period 2005 - 2009 to the Atlanta Regional Commission for review, as per the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this 6th day of January, 2005.

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Stephen D. Brown, Mayor

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Attest: ______________________________
City Clerk

Peachtree City: Short Term Work Program Update

FY 2005 - 2009

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Organize and budget for long-term sustainibility of all City facilities.	2005, 2006, 2007, 2008, 2009	City (Finance)	Staff time	General funds
Implement recommendations of GA 54 West corridor study.	2005, 2006, 2007, 2008, 2009	City (Planning, Public Works)	Staff time	City/ grant funding
Develop plans and acquire land for comprehensive recycling center.	2003, 2004	City (Engineering, Public Works)	Staff time	City
Update and revise Multi-use Path System Master Plan and include recommendations in Comprehensive Plan update (2007).	2005, 2006, 2007	City (Planning, Engineering, Recreation)	Staff time	City
Update and revise Recreation Facilities Master Plan and include recommendations in Comprehensive Plan update (2007).	2005, 2006, 2007	City (Planning, Recreation)	Staff time	City
Update and revise Thoroughfare Master Plan and include recommendations in Comprehensive Plan update (2007).	2005, 2006, 2007	City (Planning, Engineering)	Staff time	City
Create Community Facilities Plan (e.g., Police, Fire, Library, non-recreational activities, etc.) and include in Comprehensive Plan update (2007).	2005, 2006, 2007	City (Administration)	Staff time	City

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Continue to research and apply for funding through ARC, GA DOT, GRTA, DCA and other agencies to implement	2005, 2006, 2007, 2008, 2009	City (Planning)	Staff time	General funds/ SPLOST/ grant

transportation and planning improvements throughout the City.				opportunities
Continue to work with GA DOT on the widening of GA 54 West to ensure integrated cart paths and landscaping are provided. Ensure proper consideration is given to all homeowners.	2005, 2006, 2007	City (Planning, Engineering)	Staff time	City/ grant funding
Continue to work with GA DOT on the widening of GA 74 South to ensure integrated cart paths and landscaping are provided. Ensure proper consideration is given to all landowners.	2005, 2006, 2007, 2008	City Staff (Planning, Engineering)	Staff time	City/ grant funding
Work with ARC, Consultant and Citizen Advisory Committee on Livable Centers Initiative for GA 54 West Activity Center	2005, 2006, 2007, 2008, 2009	City/ Task Force (Planning)	Staff time	City/ grant funding
Develop corridor and entry landscape plans for all major thoroughfares throughout the City	2005, 2006, 2007, 2008, 2009	City (Planning, Public Works)	Staff time	City/ grant funding

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Prepare Housing Study and include recommendations in Comprehensive Plan update (2007).	2005, 2006, 2007	City Staff	Staff time	General funds

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Coordinate with Fayette County and surrounding jurisdictions to monitor development within water supply watersheds.	2005, 2006, 2007, 2008, 2009	City (Planning, Engineering)	Staff time	City
Coordinate with surrounding municipalities and Fayette County to implement policies regarding growth, traffic, land use, alternate transportation, etc.	2005, 2006, 2007, 2008, 2009	City (Engineering, Public Works)	Staff time	City
Develop standards for the re-development of existing commercial and retail sites, to include addition of mixed-use development criteria, how to address non-conforming sites, implementing architectural standards, etc.	2005, 2006, 2007	City/ Task Force (Planning)	Staff time	City
Secure zoning changes as appropriate to complement changes to Land Use Plan.	2005, 2006, 2007	City (Planning, Engineering)	Staff time	City
Update and revise Land Use Plan and include recommendations in Comprehensive Plan update (2007).	2005, 2006, 2007	City (Planning)	Staff time	City

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Development and implement a Comprehensive Storm Water Management Program and consider creation of a storm water utility for the City.	2005, 2006, 2007	City (Engineering)	Staff time	City

Activity	Years	Responsible Party	Cost Estimate	Funding Source
Update Short Term Work program and Capital Improvements Element to ensire conformance with stated goals and objectives.	2005, 2006, 2007, 2008, 2009	City (Planning, Finance)	Staff time	City
Evaluate present filing system for files, maps and other documents to determine methods to improve file retention.	2005, 2006, 2007, 2008, 2009	City (Planning, Engineering, Finance)	Staff time	City
Evaluate and encourage improvements to existing Quality Improvement Program which seeks Staff input to upgrade City services.	2005, 2006, 2007, 2008, 2009	City (Administrative Services)	Staff time	City
Continue to work with citizen advisory committees and task forces as appropriate to solicit public participation and input.	2005, 2006, 2007, 2008, 2009	City (Planning, Engineering)	Staff time	City
Continue coordination with ARC Bicycle and Pedestrian Task Force and seek grant funding for a variety of bicycle and pedestrian oriented projects.	2005, 2006, 2007, 2008, 2009	City (Planning)	Staff time	City/ SPLOST
Coordinate with Fayette County, ARC, GRTA and GA DOT to identify and promote alternate transportation programs.	2005, 2006, 2007, 2008, 2009	City (Planning, Engineering)	Staff time	City

City of Peachtree City — **Annual Impact Fee Financial Report - Fiscal Year 2004**

Public Facility	Roads/Bridges	Parks/Recreation	Library	Police	Fire	TOTAL
Service Area						
Impact Fee Fund Balance at September 30, 2003	$ 31,163	$ 316,126	$ -	$ -	$ -	$ 347,289
Impact Fees Collected in Fiscal Year 2004	36,441	165,858	3,945	1,104	39,687	247,035
Accrued Interest	232	567	14	4	136	953
(Administrative/Other Costs)	-	-	-	-	-	-
(Impact Fee Refunds)	-	-	-	-	-	-
(Project Expenditures)	(36,673)	(482,551)	(3,959)	(1,108)	(39,823)	(564,114)
Impact Fee Fund Balance at September 30, 2004	$ 31,163	$ -	$ -	$ -	$ -	$ 31,163
Impact Fees Encumbered	$ 31,163	$ -	$ -	$ -	$ -	$ 31,163

City of Peachtree City **Capital Improvements Project Update for FY 2004**

Public Facility:	Roads/Bridges							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2004	Impact Fees Encumbered through FY 2004	Status/ Remarks
Pedestrian Paths & Bridges	1993	2004	$ 196,152	48.61%	City	$ 576	$ -	Reimburse Expenditures
Brown Road Improvement	1993	2004	218,315	34.04%	City	458	-	Reimburse Expenditures
Highway 54 Underpass	1993	2008	246,000	41.70%	City	-	31,163	On-going
Highway 74 Bike Path Bridge	1993	2004	354,048	61.97%	City	33,199	-	Reimburse Expenditures
Crabapple Lane West	1997	2004	571,307	19.53%	City	2,440	-	Reimburse Expenditures
Sumner Road	1998	2004	251,199	2.70%	City	-	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 1,837,021			$ 36,673	$ 31,163	

City of Peachtree City **Capital Improvements Project Update for FY 2004**

Public Facility:	Parks/Recreation							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2004	Impact Fees Encumbered through FY 2004	Status/ Remarks
Recreation Land	1993	2004	$ 1,332,413	94.15%	City	$ 79,175	$ -	Reimburse Expenditures
Recreation Facilities	1993	2012	3,089,333	89.72%	City	401,634	-	Reimburse Expenditures
Recreation Administration Building	1993	2004	362,425	15.58%	City	1,742	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 4,784,171			$ 482,551	$ -	

City of Peachtree City	Capital Improvements Project Update for FY 2004							
Public Facility:	Library							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2004	Impact Fees Encumbered through FY 2004	Status/ Remarks
Library Expansion	1993	2004	$ 564,283	22.74%	City	$ 3,959	$ -	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 564,283			$ 3,959	$ -	

City of Peachtree City | **Capital Improvements Project Update for FY 2004**

Public Facility:	Police							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2004	Impact Fees Encumbered through FY 2004	Status/ Remarks
Police Expansion I	1993	2004	$ 57,259	26.89%	City	$ 475	$ -	Reimburse Expenditures
Police Expansion II	1993	2004	34,090	60.23%	City	633	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 91,349			$ 1,108	$ -	

City of Peachtree City **Capital Improvements Project Update for FY 2004**

Public Facility:	Fire							
Service Area:								
Project Description	Project Start Date	Project End Date	Estimated Cost of Project	Percentage of Funding from Impact Fees	Other Funding Sources	Expenditures for FY 2004	Impact Fees Encumbered through FY 2004	Status/ Remarks
Kedron Fire Station & Equipment	1993	2004	$ 497,754	59.91%	City	$ 39,823	$ -	Reimburse Expenditures
Leach Fire Station	2000	2004	1,731,333	7.39%	City	-	-	Reimburse Expenditures
TOTAL OF COSTS, EXPENDITURES & IMPACT FEES ENCUMBERED			$ 2,229,087			$ 39,823	$ -	

POLICE DEPARTMENT
350 South Highway 74 • Peachtree City, Georgia 30269 • 770-487-8866 • Fax: 770-631-2512

JAMES V. MURRAY
Chief of Police

INTEROFFICE MEMORANDUM

TO:	MAYOR AND CITY COUNCIL
VIA:	BERNARD J. MCMULLEN, CITY MANAGER
FROM:	JAMES V. MURRAY, CHIEF OF POLICE
DATE:	DECEMBER 29, 2004
SUBJECT:	TOWER AGREEMENT WITH SPRINTCOM, INC.

Recommendation:

It is my recommendation that the Mayor and City Council approve this proposed ground tower lease with SPRINTCOM, INC.

Discussion:

Attached to this memo is a copy of the ground lease agreement that has been drafted between SPRINTCOM, INC and the City of Peachtree City. This contract is the culmination of over 6 months of negotiation between the city and SPRINTCOM, INC. Contained below is an analysis of the projected revenue that will be generated by this agreement. Both the City Attorney and the Finance Department have reviewed this contract.

The contract is for five (5) five year periods. It is renewable every (5) five years, with an increase of 3% per year beginning with the sixth year of the lease. The revenue expected during the full contract period is as follows:

YEAR	PER YEAR	TOTAL
1-3	$24,000	$72,000
4-5	$24,000	$48,000
6-10	$24,720–$27,823	$131,244
11-15	$28,658-$32,255	$152,151
16-20	$33,233-$37,393	$176,387
21-25	$38,515-$43,349	$204,480
	TOTAL	$784,272

BUDGET IMPACT:

The budgeting impact will be positive for the city. I have negotiated a 3 year up front payment of $72,000.00. In addition, if the full 25 years of the lease were fulfilled, the city would receive a total of $759,531.00 in projected revenues.

PEACHTREE CITY
GROUND LEASE AGREEMENT

THIS GROUND LEASE AGREEMENT (hereinafter referred to as the "Lease") is made and entered into on this ____________ day of ________________________, by and between THE CITY OF PEACHTREE CITY, GEORGIA, an incorporated municipality of the State of Georgia (hereinafter referred to as the "LESSOR"), SPRINTCOM, INC., a Kansas Corporation, (hereinafter referred to as the "LESSEE").

WHEREAS, LESSOR is the owner of that certain tract or parcel of land (hereinafter referred to as "LESSOR's Property") located in Fayette County, Georgia, as is more particularly described on Exhibit "A", attached hereto and incorporated herein by this reference;

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR a portion of Lessor's Property, said portion thereof being approximately configured as 23 feet by 21 feet (hereinafter referred to as the "Leased Premises"), and being approximately located as shown and highlighted in red on Exhibit A1 and more particularly described on Exhibit A2 & A3, attached hereto and incorporated herein by reference, and in connection therewith, LESSOR desires to grant to LESSEE and LESSEE desires to obtain from LESSOR certain easements for access, ingress and egress and utilities; and

WHEREAS, LESSOR has erected upon LESSOR's Property a tower (hereinafter referred to as the "Tower") for the governmental purpose of providing communications for the Lessor's Police and Fire Department's; and

WHEREAS, LESSOR has determined that there is excess capacity on the Tower and desires to use such excess for a proprietary function; and

WHEREAS, LESSOR desires to lease to LESSEE and LESSEE desires to lease from LESSOR a portion of such tower for the purpose of installing an antenna and other communications equipment (hereinafter referred to as the "Leased Tower Space"), such space being more particularly described on Exhibit A2 & A3, attached hereto and by reference made a part hereof.

NOW, THEREFORE, for and in consideration of TEN and no/100 DOLLARS ($10.00), other good and valuable consideration, and of the promises and of the mutual obligations, agreements, representations, and warranties herein contained, and intending to be legally bound hereby, the parties hereby agree to the following terms, covenants and conditions:

1. <u>LEASE OF THE PROPERTY AND EASEMENT FOR TERM</u>

Upon the terms and conditions hereinafter set forth, LESSOR hereby lets, leases and demises to LESSEE and LESSEE leases and accepts from LESSOR the Leased Premises and the Leased Tower Space. LESSOR also hereby grants and conveys to LESSEE, the following non-exclusive easements for the TERM (as hereinafter defined of this Lease: (i) a twenty foot (20') wide easement for ingress and egress (seven (7) days a week, twenty-four (24) hours a day) to and from the Leased Premises and a public right-of-way; (ii) a ten foot (10') wide easement for the installation, construction, and maintenance of underground utility wires, cables, conduits and pipes, in, over, under, upon, across, and along LESSOR's Property extending from the Leased Premises to a public right-of-way, a non-exclusive easement over, upon, under, along and across such portions of the LESSOR's Premises (including portions of the Tower) and the land located below the lower horizontal boundary of the Leased Tower Space. The Leased Premises and the Leased Tower Space, easements and appurtenances are hereinafter collectively referred to as "Property".

2. <u>TERM: OPTIONS TO RENEW</u>

A. The initial term of this Lease shall be for an initial period of 5 years, beginning on the ____ day of ______________,2004 the "Commencement Date", and terminating on the ________day of ______________________,2009 the "Termination Date", unless sooner terminated pursuant to the provisions hereof and subject to the options to renew hereinafter set forth (hereinafter referred to as the "Initial Term").

Anything to the contrary set forth herein notwithstanding, on the day following the full execution of this Lease by LESSEE and LESSOR, LESSEE shall be entitled, through its employees, agents and contractors, to enter the Property to commence construction and perform activities not inconsistent with the purposes and uses contemplated under this Lease. LESSEE shall indemnify and hold LESSOR harmless for any loss, cost, or damage incurred by LESSOR arising out of or incurred in connection with the exercise by LESSEE of this right of entry, subject to the limitations contained in Article 9 hereof.

B. Furthermore, LESSEE is hereby granted the option to renew the Initial Term of this Lease on the same terms and conditions for four (4) additional five (5) year period "Renewal Term", following the Initial Term. Each such option shall be deemed to have been exercised by LESSEE, and the terms of this Lease shall be automatically extended, for the next successive additional five (5) year period, unless LESSEE gives written notice to LESSOR of LESSEE's election not to extend the term at least three (3) months prior to the expiration of the initial term of this Lease or then applicable extension period, as the case may be. LESSOR shall deliver full and exclusive possession of the Leased Premises to LESSEE on or before the first day of the Lease Term. The Initial Term and all renewal terms that become effective through LESSEE's exercise of its options to renew, as aforesaid, are hereinafter collectively referred to as the "Term".

3. RENT

A. In consideration of the lease of the Property by LESSOR to LESSEE, LESSEE shall, on the Commencement Date, pay LESSOR the sum of $72,000.00, which will serve as the lease payment for the first 36 months of the lease, which will be due and payable in one (1) payment, on the Commencement Date. ~~(Pro Rated for year 2007 is the sum of 14,000.00~~ Beginning on January 1, 2008, the total of $24,000.00 will be due and payable on January 1st of each year for the final 2 years of the initial 5 year lease period.

If this Lease is terminated at a time other than on the anniversary of the Commencement Date, Rent shall be prorated as of the date of termination ("Termination date"), and in the event of termination for any reason other than nonpayment of Rent, all Rents paid in advance of the Termination Date for that period after the Termination Date shall be refunded to Lessee.

B. In the event that Lessee elects to renew this Lease as provided in paragraph 2, Rent shall accrue during the Renewal Terms in accordance with the following schedule starting with the first renewal term, for each year of the contract, the rate will be increased 3% for each year, through the end of the 4th renewal term:

	FISCAL YEAR	CASH PROJECTIONS
First Renewal Term	2009	$24,720
	2010	25,462
	2011	26,226
	2012	27,013
	2013	27,823
Second Renewal Term	2014	$28,658
	2015	29,518
	2016	30,404
	2017	31,316
	2018	32,255
Third Renewal Term	2019	$33,223
	2020	34,220
	2021	35,247
	2022	36,304
	2023	37,393

Fourth Renewal Term	2024	$38,515
	2025	39,670
	2026	40,860
	2027	42,086
	2028	43,349

4. USE OF THE PROPERTY

A. LESSEE may use the Leased Premises for the purpose of constructing an equipment building, maintaining, and operating a communications facility, and for any other lawful uses which are incidental thereto. LESSEE may use the Leased Tower Space for the purpose of installing LESSEE's antenna. LESSEE may, at LESSEE's sole expense, construct LESSEE's facility on the Leased Premises, install a wooden security fence being no more than six feet (6') in height and built in substantial conformance with the City of Peachtree City, Georgia Building Code around the perimeter of the Leased Premises, and install LESSEE's antenna on the Leased Tower Space to meet LESSEE's needs. LESSEE shall maintain the Leased Premises in a reasonable condition throughout the Term, reasonable wear and tear damage from casualty and condemnation excepted. Title to Lessee's facilities shall be and remain solely in Lessee.

B. It is understood and agreed that LESSEE's obligations hereunder are expressly conditioned upon LESSEE's obtaining all of the certificates, permits, licenses, zoning, variances and other approvals which may be required from any federal, state or local authority and/or any easements which are required from LESSOR and any third parties. LESSOR shall cooperate with LESSEE, but at no expense to LESSOR, in LESSEE's efforts to obtain such certificates, permits, licenses, approvals, zoning, variances and/or easements, and LESSOR shall take no action which will adversely effect the status of the Property with response to LESSEE'S proposed uses thereof. If (i) any application by LESSEE for any such certificate, permit, license, approval, zoning, or variance is finally denied or rejected, or (ii) if any such certificate, permit, license, approval, zoning, variance or easement is canceled or expires, or lapses or is otherwise withdrawn or terminated, or (iii) if, due to technological changes or for any other reason, LESSEE, in its sole discretion, determines that it will be unable to use the Property for LESSEE's intended purposes, or (iv) if there shall exist any matters affecting LESSOR's title to the Property which prevents LESSEE from using the Property for LESSEE'S intended purpose, then LESSEE shall have the right to immediately terminate this Lease.

C. LESSOR shall comply, at LESSOR'S sole cost and expense, with all tower marking and lighting requirements of the Federal Aviation Administration ("FAA") and the Federal Communications Commission ("FCC"). To the extent permitted by Georgia law, LESSOR hereby indemnifies and holds LESSEE harmless from and against any and all fines, penalties, claims, causes of actions, suits, costs and expenses (including without limitation attorney's fees and court costs) causes by or resulting from LESSOR'S failure to comply with such requirements.

Except as otherwise provided above, LESSEE shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including but not limited to FCC requirements applicable to LESSEE'S Facilities) now in effect or hereafter enacted or passed as the same may apply to the use of the Premises by LESSEE, and shall obtain, at LESSEE'S sole cost and expense, any licenses, permits, and other approvals required for LESSEE'S use of the Premises. LESSOR agrees, provided LESSOR incurs no cost or expense, to cooperate with LESSEE in obtaining such licenses, permits or approvals.

D. In addition to the right to terminate this Lease pursuant to Section 4.B, LESSEE shall, during the first ninety days of the Initial Term, have the right to terminate this Lease by the payment of the sum of $12,000.00 (in addition to the Rent otherwise payable hereunder through the date of such removal of LESSEE'S equipment) in the event that LESSEE, in its sole discretion, determines that the Leased Premises is not the best available property in the area for LESSEE'S purposes. LESSOR acknowledges that the sum of $12,000.00 and the Rent to be paid by LESSEE through such date of removal of LESSEE'S equipment is of substantial benefit and value to LESSOR and constitutes good and valuable consideration for the execution of this Lease by LESSOR and LESSEE further acknowledges and agrees that LESSOR's damages, if any, are difficult to ascertain and that the foregoing amounts constitutes a reasonable estimate thereof and are not intended as a penalty.

E. Notwithstanding LESSEE'S permitted use of the Leased Premises as set forth in Section 4.A above, in the event LESSOR reasonably determines that any of LESSEE'S operations or equipment are causing interference with or disruption of LESSOR'S communications operations, LESSOR shall give LESSEE written notice of such interference or disruption, which such notice shall set forth with reasonable specificity the nature and extent of the interference or disruption. LESSEE shall promptly commence to cause such interference or disruption to cease. In the event that LESSEE fails to cause such interference or disruption to cease within sixty (60) days after written notice thereof from LESSOR, LESSOR shall have the right to terminate this Lease, with written notice, because of LESSEE'S failure to cure the interference or disruption as provided in this Section 4.E, such termination shall be the sole remedy of LESSOR and, in no such event, shall LESSOR be entitled to damages otherwise payable pursuant to Section 12.C.

F. From and after the date of this Lease, LESSOR shall not install and shall not permit it's Affiliates, lessees or licenses to install new equipment on the Tower Facilities if such equipment is likely to cause interference with LESSEE'S operations. Such interference shall be deemed a material breach by LESSOR. In the event any such interference occurs and does not cease promptly, LESSEE shall have the right, in addition to any other rights or remedies under this Lease or at Law or in equity, to terminate this Lease. LESSOR and LESSEE agree to cause their respective engineers to consult with the other party's engineers prior to effecting any change or modification that could result in interference in reception or transmission of signals by such other party.

5. TERMINATION

LESSEE may terminate this Lease, for any cause whatsoever, by giving LESSOR one hundred twenty (120) days advance, written notice; provided that, should any condition of the Leased Premises render it impossible or impractical for LESSEE'S purpose (as determined in LESSEE'S sole discretion), LESSEE may terminate this LEASE immediately.

Notice of LESSEE'S exercise of its right to terminate this Lease shall be given by LESSEE to the LESSOR in writing by certified mail, return receipt requested and shall be effective upon the earlier of (i) actual receipt of such notice by LESSOR, or (ii) three (3) days after the deposit thereof with the United States mail. Following such notice of termination and upon the request of LESSOR, LESSEE shall deliver to LESSOR a Quitclaim Deed, executed in recordable form, releasing all of LESSEE'S interest(s) in the Property.

Upon LESSOR'S receipt of such termination notice, this Lease shall terminate, and, unless LESSEE has failed to remove its improvements from the Leased Premises, such termination shall relieve both parties of any further rights, duties, obligations or liabilities under this Lease.

LESSEE, upon the expiration or termination of this Lease, shall, within one hundred twenty (120) days from the date of expiration or termination, remove its personal property and fixtures from the Leased Tower Space and it's building from the Leased Premises. LESSEE's obligations under this Lease, including LESSEE's duty to pay rent, shall continue until LESSEE's improvements are removed from the Leased Premises. There shall be no obligation of LESSEE to restore the Leased Premises upon any such removal. LESSEE shall not be liable to LESSOR for any damages relating to such removal except as otherwise provided herein. Notwithstanding anything to the contrary contained herein, the provisions of Articles 7, 8, 9 and 11 hereof shall continue in full force and effect until the earlier of (i) that date which is one hundred twenty (120) days from the date of expiration or termination of the Lease, upon which date LESSEE'S property described herein shall be deemed to be and shall be conclusively abandoned; or (ii) that date upon which LESSEE has completed the removal of its personal property and fixtures and building. Upon the occurrence of (i) or (ii), all LESSEE'S and LESSOR'S rights, duties, obligations or liabilities hereunder shall cease and be without further force or effect.

6. ASSIGNMENTS AND SUBLETTING

LESSEE may assign, mortgage or otherwise encumber this Lease or sublease all or any part of the Premises, only with LESSOR'S written consent. Upon any such assignment of this Lease or subletting of all or any part of the Premises, LESSEE shall be and remain fully responsible for all obligations under this Lease; provided, however, LESSOR agrees that (i) upon any assignment of this Lease by LESSEE to an Affiliate, and the assumption by such assignee of the obligations of LESSEE arising after the date of such assignment, the original LESSEE shall automatically and without any further documentation be released of all obligations under this Lease arising after the date of such assignment, and (ii) upon an assignment of this Lease by LESSEE to any other assignee which shall be deemed by LESSOR in its reasonable discretion to be creditworthy and capable of observing and performing the financial obligations of LESSEE under this Lease, and the assumption by such assignee of the obligations of LESSEE arising after the date of such assignment, LESSOR shall release lessee in writing of all obligations under this Lease arising after the date of such assignment. "Affiliate" shall mean any company, partnership, joint venture, limited liability company, or other entity controlled by, controlling or under common control with LESSEE, together with any entity which acquires all or substantially all of the assets or issued and outstanding shares of capital stock of LESSEE.

Any sublease, license or assignment of this Lease that is entered into by LESSOR or LESSEE, shall be subject to the provisions of this Lease. Additionally, LESSEE may, upon notice to LESSOR, mortgage or grant a security interest in this Lease and LESSEE's communications equipment, and may assign this Lease and LESSEE's communications equipment to any such mortgages or holders of security interests including their successors and assigns (hereinafter collectively referred to as "Secured Parties"). In such event, LESSOR shall execute such consent to leasehold financing as may reasonably be required by Secured Parties. LESSOR agrees to notify LESSEE and LESSEE'S Secured Parties simultaneously of any default by LESSEE and to give Secured Parties the same right to cure any defaults as LESSEE except that the cure period for any Secured Party shall not be less than 10 days after the receipt of the default notice. If a termination, disaffirmance or rejection of the Lease pursuant to any laws (including any bankruptcy or insolvency laws) by LESSEE shall occur, or if LESSOR shall terminate this Lease for any reason, LESSOR will give to the Secured Parties prompt notice thereof and LESSOR will give the Secured Parties the right to enter upon the Property during a 30-day period commencing upon the Secured Party's receipt of such notice for the purpose of removing any LESSEE's communications equipment. LESSOR acknowledges that the Secured Parties shall be third-party beneficiaries of this Lease.

7. <u>FIRE OR OTHER CASUALTY</u>

A. In the event any improvements constructed by LESSEE are damaged or destroyed by fire or other casualty, LESSEE shall have the right either to terminate this Lease by giving written notice thereof to LESSOR within sixty (60) days after such fire or other casualty or to repair, reconstruct and restore such improvements. In the event LESSEE elects to repair, reconstruct or restore such improvements, Rent shall abate during the period of repair, reconstruction or restoration to the extent that, and for the period that, in LESSEE'S reasonable judgment, the Property is not usable for the conduct of lessee's business.

B. In the event that any improvements on the Property which are in existence on the date of this Lease and which are required to be insured by the form of fire and extended coverage insurance required to be maintained by LESSOR, hereunder are damaged or destroyed by fire or other casualty, LESSOR shall promptly commence appropriate repairs, restoration and/or reconstruction (to be diligently prosecuted to completion entirely at LESSOR'S expense), and this Lease shall continue in full force and effect. In the event, however, that the improvements are so damaged or destroyed to the extent of more than one-half (1/2) of their replacement cost, or to any substantial extent by a casualty not so covered by such insurance required to be maintained, LESSOR may elect by written notice to LESSEE given within twenty (20) days after the occurrence of the casualty not to repair, restore and/or reconstruct the improvements. LESSOR shall in no event be obligated to make any repairs or replacements of any items on the Property other than those existing on the date of this Lease or otherwise installed by or at the expense of LESSOR, unless such improvements are required to permit the continued use of the Property by LESSEE for its intended purposes. If the improvements are rendered totally or partially unusable by LESSEE, in its sole discretion, Rent shall abate during the period of repair, restoration or reconstruction. If LESSOR undertakes the repair, restoration and/or reconstruction of such improvements but fails to complete such repair, restoration and/or reconstruction within forty-five (45) days after the date of the occurrence of the casualty, the LESSEE may immediately terminate this Lease by giving written notice of its election to terminate to LESSOR, whereupon any Rent previously paid by LESSEE from the after the date of such casualty shall be immediately refunded to LESSEE.

8. INSURANCE

A. To the extent that there are improvements upon LESSOR's Property, LESSOR shall maintain in full force and effect throughout the Term or any Renewal Term of this Lease, fire and extended coverage, vandalism and malicious mischief insurance, and sprinkler leakage insurance in an amount equal to the full replacement cost of any improvements which are in existence on LESSOR's Property as of the date of this Lease or which are otherwise installed by or at the expense of LESSOR. To the extent LESSOR's Property is unimproved, or for so long as LESSOR's Property is owned by the City of Peachtree City, Georgia, LESSOR shall not be required to maintain the foregoing insurance, but the failure to maintain hazard insurance on LESSOR's Property shall be solely at the risk of LESSOR.

B. LESSEE agrees to acquire and maintain during the Term or any Renewal Term of this Lease commercial general liability insurance in an amount not less than One Million and No/100 ($1,000,000.00) (aggregate of all claims) per occurrence for valid or removal of Lessee's facilities (excluding claims, costs, damages and liabilities arising from the willful acts or negligence of Lessor, Lessor's officers, agents, servants, employees or contractors). Such insurance, which may be furnished under a "primary" policy and an "umbrella" policy or policies, shall also include coverage for automotive equipment for a limit of not less than that specified above. Such insurance may be carried in whole or in part, at Lessee's option, (i) under any plan of self-insurance which LESSEE or any Lessee Affiliate may have in force and effect from time to time, or (ii) under any blanket policies that include other properties and provide separate coverage for the Premises provided that all foregoing requirements are satisfied.

9. MUTUAL RELEASE; WAIVERS OF SUBROGATION

A. To the fullest extent permitted by Georgia Law, including without limitation O.C.G.A. Sections 13-8-2 and 44-7-2, each party hereby releases the other and the other's partners, affiliates, agents and employees from, and waives all claims, actions and causes of action against the other party with respect to, any and all liability, damage, cost, expense or loss to the releasing party's property resulting from any cause or hazard with respect to which the releasing party is obligated to maintain insurance pursuant to Article 8 of this Lease or otherwise maintains insurance with respect to the Property, or LESSOR's Property or any other property adjoining the Property, notwithstanding the failure to obtain such policies, including, without limitation, any loss or damage resulting from any loss of the use of any property; provided, however, if LESSOR is not required to maintain insurance pursuant to Article 8, LESSOR hereby releases and agrees to indemnify and hold harmless, LESSEE and LESSEE's partners, affiliate, agents and employees from, and waives all claims, actions and causes of action against LESSEE with respect to, and all liability, damage, cost, expense or loss to LESSOR's Property that would have been covered by hazard insurance had LESSOR maintained the same. These releases shall apply between the parties, and they shall also apply to any claims under or through either party as a result of any asserted right of subrogation.

B. All policies of insurance obtained by either party with respect to the Property, LESSOR's Property or any other property owned by LESSOR adjoining the Property shall include a clause or endorsement waiving the insurer's rights of subrogation against the other party.

C. Except as otherwise provided in Article 9.A, the waivers and indemnities of this Lease in favor of Lessor shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessor, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto. Except as otherwise provided in Article 9.A the waivers and indemnities in this Lease in favor of Lessee shall not apply to damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Lessee, its agents or employees to the extent O.C.G.A. Section 13-8-2 is applicable thereto.

10. <u>UTILITIES; TAXES</u>

A. LESSEE shall be responsible directly to the serving entities for all utilities required by LESSEE's use of the Property. Should electric power be provided by LESSOR, LESSEE shall install a private electric meter and LESSEE's usage shall be read by LESSOR or, at LESSOR's option, by LESSEE, on a monthly basis and the cost of electricity used by LESSEE shall be paid by LESSEE to LESSOR as a payment separate from Rent and shall be computed at the then-current public utility rate.

B. LESSOR shall pay and discharge punctually, as and when same shall become due and payable, all taxes and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, which shall or may during the term of this Lease be charged, levied, laid, assessed, imposed, become due and payable, or liens upon or for or with respect to the Tower Facilities or the Land or any part thereof, or any buildings, appurtenances or equipment owned by LESSOR thereon or therein or any part thereof, together with all interest and penalties thereon, under or by virtue of all present or future laws, ordinances, requirements, orders, directives, rules or regulations of the federal, state and county governments and of all other governmental authorities whatsoever. If personal property taxes are assessed against LESSEE's Facilities, LESSEE shall pay such taxes as are directly attributable to LESSEE'S Facilities.

11. INDEMNITIES

A. Subject to Article 9 above, LESSEE shall indemnify LESSOR against and hold LESSOR harmless in an amount not to exceed, One Million and No/100 Dollars ($1,000,000.00) per occurrence from any and all claims of liability for or loss from personal injury and/or property damage to the extent of such claims result from or arise solely out of the use and/or occupancy of the Property by LESSEE. Notwithstanding the preceding, LESSEE does not indemnify LESSOR against any claim to the extent that it arises from or in connection with any affirmation, act, negligence or omission of LESSOR or of any agent, servant, contractor or employee of LESSOR.

B. Subject to Article 9 above, and to the extent permitted by Georgia Law, LESSOR shall indemnify LESSEE against and hold LESSEE harmless from any and all claims of liability for or loss from personal injury and/or property damage to the extent such claims result from or arise out of the ownership, use and/or occupancy of the Property by LESSOR. Notwithstanding the preceding, LESSOR does not indemnify LESSEE against any claim to the extent that it arises from or in connection with any act or omission of LESSEE or of any agent, servant or employee of LESSEE.

12. LESSEE DEFAULTS

A. The occurrence of any one or more of the following events shall constitute an "Event of Default" hereunder by LESSEE:

(1) The failure by LESSEE to make any payment of Rent or any other payment required to be made by Lessee hereunder, as and when due, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LESSEE from LESSOR.

(2) The failure by LESSEE to observe or perform any of the covenants or provisions of this Lease to be observed or performed by LESSEE, other than as specified in Subsection 12 A.(1) above, where such failure shall continue for a period of thirty (30) days after written notice thereof is received by LESSEE from LESSOR; provided, however, that it shall not be deemed an Event of Default by LESSEE if LESSEE shall commence to cure such failure within said thirty (30) day period and thereafter diligently prosecute such cure to completion.

B. If there occurs an Event of Default by LESSEE pursuant to Subsection 12 A.(1) above, LESSOR's sole remedy shall be to terminate this Lease and all rights of LESSEE hereunder, and to require LESSEE to remove all improvements constructed by LESSEE from the Property, within one hundred twenty (120) days of LESSEE's receipt of written notice of default from LESSOR. Notwithstanding any other provision to the contrary contained herein, however, LESSOR may not terminate this Lease due to the occurrence of an

Event of Default by LESSEE pursuant to Subsection 12 A.(2) above. In the event that LESSOR shall elect to terminate this Lease due to an Event of Default under Subsection 12 A.(1), then LESSOR may recover from LESSEE:

(1) The unpaid Rent which had been earned at the time of such termination; plus,

(2) Any other amount incurred by LESSOR for its reasonable expenses (including reasonable attorney's fees) incurred in connection with re-entering, repossessing, and repairing the Leased Premises as provided in Subsection 12 C., as follows.

C. Notwithstanding any other provision contained herein to the contrary, if there occurs an Event of Default hereunder by LESSEE, LESSOR shall not have the right, prior to the termination of this Lease, to re-enter the Leased Premises and/or remove persons or property from the Property until LESSEE has received LESSOR's written notice of default and sixty (60) days have passed from said receipt within such time LESSEE shall have the right to remove said persons and property. In the event that LESSOR shall elect to terminate this Lease due to an Event of Default under Subsection 12 A.(1), then LESSOR may on the sixty-first day after the receipt of written notice of default, re-enter the Leased Premises for the removal of said persons and property.

13. <u>NOTICES</u>

A. All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, postage prepaid, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). Such notices shall be deemed effective and any applicable time periods shall commence to run only upon the actual receipt by the addressee thereof. Should LESSOR or LESSEE have a change of address, the other party shall immediately be notified as provided in this Article 13 of such change.

LESSEE: SprintCom, Inc., a Kansas corporation
Sprint National Lease Management
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2650
Overland Park, Kansas 66251-2650

With a copy to:

Sprint Law Department
6391 Sprint Parkway
Mailstop KSOPHT0101-Z2020
Overland Park, Kansas 66251-2020
ATTN: Sprint PCS Real Estate Attorney

LESSOR: The City of Peachtree City, Georgia
350 South Highway 74
Peachtree City, Georgia 30269
ATTN: Chief James V. Murray

(1) The following data is informational only and may be changed in the manner described above for changing mailing addresses. Street addresses (if such addresses are different from the parties' mailing addresses) and phone numbers where the parties may be contacted are as follows:

LESSEE:

LESSOR: Chief James V. Murray
(770) 487-8866

If the address or phone number where either party may be contacted is changed, such party will immediately notify the other party of such change as previously set forth in subsection 13 A.

14. SALE OR TRANSFER BY LESSOR/CONDEMNATION

A. Should LESSOR, at any time during the Term of this Lease, sell, lease, transfer or otherwise convey all or any part of the Property to any transferee other than LESSEE, then such transfer shall be under and subject to this Lease and LESSEE's rights hereunder, and any transfer by LESSOR of any portion of the Property underlying the easements herein granted shall be subordinate to and made expressly subject to the rights of LESSEE in and to such easements.

B. Should LESSOR, at any time during the Term of this Lease, receive notice that all or any part of the Property may be taken by virtue of a proceeding of eminent domain, LESSOR shall immediately and in no circumstances later than thirty (30) days of the date of receipt of such notice, provide LESSEE with notice of such pending proceeding.

If the whole of the Tower Facilities, or such portion of the Tower Facilities or the Land as will make the Tower Facilities unusable for LESSOR's use, in LESSOR's reasonable discretion, or if the whole of the Premises, or such portion thereof as will make the Premises unusable for the purposes herein leased, is condemned by any legally constituted authority, or conveyed to such authority in lieu of such condemnation, then in any of said events, the term of this Lease shall end on the date when possession thereof is taken by the condemning authority, and rental shall be accounted for between LESSOR and LESSEE as of such date. In the event any portion of the Premises is taken by condemnation or a conveyance in lieu thereof (other than as set forth in the preceding sentence), at LESSEE's option, LESSEE may (i) terminate this Lease, or (ii) elect to continue the Lease and reduce the rent in proportion to the portion of the Premises so taken. LESSEE may claim and recover from the condemning authority an award for LESSEE's moving expenses, loss of goodwill, LESSEE's personal property and fixtures and the unamortized cost of LESSEE's Facilities.

15. EVIDENCE OF TITLE; WARRANTY OF TITLE

A. Attached hereto, as Exhibit D is a list of matters affecting title to LESSOR's Property.

B. LESSOR represents and warrants to LESSEE that the LESSOR is the sole person or entity that is vested with fee simple title to LESSOR's Property and has full right and lawful authority to Lease the Property to LESSEE. LESSOR further covenants that there are no liens, encumbrances, mortgages or other defects affecting the Property, except as shown in Exhibit D, attached hereto.

C. LESSOR hereby represents and warrants to LESSEE as follows:

(1) LESSOR's title to the Property is subject to certain liens, easements, restrictions and encumbrances, as described in Exhibit D, attached hereto (hereinafter referred to collectively as "Underlying Documents"); but none of the Underlying Documents prohibits or inhibits the use of the Property as a communications facility.

(2) No joinder or approval of another person is required with respect to LESSOR's right and authority to enter into this Lease.

(3) The terms and conditions of this Lease, including the exhibits attached hereto, are in compliance with and do not violate the provisions of the Underlying Documents.

(4) All approvals required pursuant to the terms of the Underlying Documents have been obtained.

16. HAZARDOUS SUBSTANCES

A. LESSOR warrants, represents and agrees (i) that neither LESSOR nor, to LESSOR's knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any "Hazardous Material" (as defined in Section 16 B.) on, under, about, or within the Property in violation of any applicable law or regulation, and (ii) that LESSOR will not and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any applicable law or regulation. LESSEE agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the Property in violation of any applicable law or regulation.

B. LESSOR and LESSEE each agree to defend, indemnify and hold harmless the other, the other's partners, affiliates,. agents, and employees against any and all losses, liabilities, claims or costs (including reasonable attorney's fees and costs) arising in connection with the breach of representation, warranty or agreement contained in Section 16 A. As used herein, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, and any other substances, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law, rule or regulation.

17. MISCELLANEOUS PROVISIONS

A. LESSOR represents, covenants and warrants that LESSEE, upon paying the Rent and performing the covenants herein provided, shall peaceably and quietly have, hold and enjoy the Property. LESSOR agrees that no other commercial or government antenna structure(s) will be erected upon any portion of any property adjoining the Property that is owned or controlled by LESSOR, unless such commercial or government antenna structure(s) shall not interfere with LESSEE's use of the property. LESSOR agrees that LESSOR shall require any proposed user of antenna structures to provide reasonable proof, satisfactory to LESSOR and LESSEE, that any proposed use shall not interfere with LESSEE's use.

B. It is agreed and understood that this Lease contains all agreements, promises and understandings between LESSOR and LESSEE, and no verbal or oral agreements, promises or understandings not contained within this agreement, shall or will be binding upon either LESSOR or LESSEE, and any addition, variation or modification to this Lease shall be void and ineffective unless made in writing and signed by the parties hereto.

C. This Lease and the performance hereof shall be governed, interpreted, construed and regulated by and under the laws of the State of Georgia.

D. This Lease and each and every covenant and condition of this Lease is intended to benefit the Property and shall extend to and bind the heirs, personal representatives, successors and assigns of the parties hereto.

E. The parties agree that all of the provisions hereof shall be construed as both covenants and conditions, the same as if the words importing such covenants and conditions had been used in each separate paragraph.

F. The language of all of the parts of this Lease shall be construed simply and according to its fair meaning, and this Lease shall never be construed against any party solely by reason of such party having drafted such agreement. It is explicitly understood and agreed to by the parties that each party has had an opportunity to consult with counsel of his choice before executing this Lease.

G. (1) At LESSOR's option, this Lease shall be subordinate to any mortgage or deed to secure debt executed by LESSOR which from time to time may encumber all or any part of the Property, provided that every such holder of such instrument shall recognize (in writing and in a form acceptable to LESSEE's counsel) the validity of this Lease in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy and have access to the Property as long as LESSEE is not in default of this Lease. LESSEE shall execute whatever instrument may reasonably be required to LESSEE an executed non-disturbance agreement satisfactory to LESSEE. If, as of the date of execution of this Lease, there is any deed to secure debt, mortgage, ground lease or other similar encumbrance affecting the Property, LESSOR agrees to obtain from the holder of such instrument an agreement that provides that LESSEE shall not be disturbed in its possession, use and enjoyment of the Property. Notwithstanding any other provision to the contrary contained herein, if LESSOR fails to deliver any such non-disturbance agreement, LESSEE shall, in addition to its other rights and remedies, be entitled to terminate this Lease by giving written notice thereof to LESSOR.

(2) In the event LESSOR herein is the tenant under the terms of any ground lease or other lease of the Property that is superior to this Lease, LESSOR shall secure from its landlord an agreement satisfactory to LESSEE in recordable form whereby such landlord agrees that, upon default of Lessor under such lease or the termination of such lease, and for so long as LESSEE herein shall not be in default, such landlord shall not deprive or disturb LESSEE's use and possession of the Property so long as LESSEE attorns to such Landlord.

(3) IF LESSOR defaults in making payment under any deed to secure debt or mortgage, or any ground lease or other lease superior to this Lease, or if LESSOR is in breach or in default of any deed to secure debt or mortgage or any ground lease or other lease superior to this Lease, LESSEE shall have the right, but not the duty, to make all rental payments hereafter becoming due under this Lease to the holder of the mortgage or deed to secure debt or landlord in lieu of LESSOR, and payments so made shall discharge the obligation of the LESSEE hereunder respecting the payment of Rent, and, in addition, LESSEE may enforce any and all of its rights and/or remedies hereunder or by law provided or it may (although it shall not be obligated to do so) cure LESSOR's breach and or perform its obligations (on LESSOR's behalf and at LESSOR's expense) and deduct from its Rent or require the LESSOR to

reimburse all reasonable costs and expenses incurred in connection with such cure and/or performance plus interest (from the date that such costs and expenses are incurred until reimbursement) at ten percent (10%) per annum.

H. If any portion of this Lease is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such portion shall be substituted with a provision which is legal, valid and enforceable in such court's opinion and which reflects the original intention of the parties. The validity of the remainder of this Lease shall not be affected, this Lease shall not terminate and the balance of this Lease shall continue in full force and effect.

I. If either party institutes any action or proceeding in court to enforce any provisions(s) hereof, or any action for damages by reason of any alleged breach of any of the provision hereof, then the prevailing party in any such action or proceeding shall be entitled to receive from the losing party such amounts as the court may adjudge to be reasonable attorney's fees for the service rendered to the prevailing party, together with its other reasonable litigation costs and expenses.

J. In addition to the other remedies provided for in this Lease, LESSOR and LESSEE shall be entitled to immediate restraint by injunction of any violation or attempted or threatened violation of any of the covenants, conditions or provisions herein contained.

K. The captions of the articles and sections of this Lease are for convenience of reference only and shall not affect the interpretation of this Lease or limit or amplify any of its terms or provisions.

L. Time is of the essence of this Lease.

M. Each of the individuals executing this Lease on behalf of LESSEE or LESSOR hereby warrants and represents to the other party to this Lease that he or she has the authority to enter into this Lease and to bind LESSEE or LESSOR, as the case may be, to the terms, covenants and conditions contained herein. LESSEE and LESSOR shall deliver to the other upon request all documents reasonably requested by the other evidencing such authority, including, without limitation, a copy of all requisite corporate or partnership action has been taken by LESSOR and LESSEE so as to authorize LESSOR and LESSEE to enter into this Lease and reflecting the authority of those persons or parties who execute agreements on behalf of LESSEE or LESSOR.

N. LESSEE acknowledges that the authority of a municipality in the State of Georgia to enter into a long term lease is unsettled. LESSEE and LESSOR have made a diligent and good faith effort to comply with the laws governing the leasing of LESSOR's

Property. In the event that LESSEE and LESSOR are found by a court of appropriate and competent jurisdiction to have failed to comply with the laws governing the leasing of LESSOR"s Property and this Lease is found to be invalid, LESSEE agrees, for itself and its successors and assigns, that LESSEE shall not seek to recover any costs, fees or damages from LESSOR or its officers, agents, clerks council members or other elected officials arising from any losses LESSEE may incur as a result of such invalidity. LESSOR may condition its consent to any assignment or subleasing upon any assignee or sublessee agreeing to be bound by the waiver contained in this Section 17 N. The foregoing waiver of monetary damages shall not impair LESSEE's right to seek equitable remedies, including the remedy of injunction.

O. For and in consideration of Twenty Five Hundred and No/100 Dollars ($2500.00), the receipt and sufficiency whereof is hereby acknowledged, the parties agree that the indemnification provisions contained in Articles 2.A, 4.C, 9.C, 11.A&B, 16.B, and 17.I, shall survive the termination, cancellation and/or expiration of this Lease Agreement.

P. Lessee reserves the right to install their antennas at a height and location approved by LESSOR, which approval shall not be unreasonably withheld, conditioned, or delayed. The installation of said antennas shall be completed within one year of the execution of this Lease.

Q. This agreement may be executed in four originals with each party retaining two originals. All originals are sufficient as the best evidence available in any court proceeding or other proceeding.

R. Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to Lessee's communications facility and all other personal property located on the Leased Premises or any portion thereof, regardless of whether same is deemed real or personal property under applicable laws.

IN WITNESS WHEREOF, LESSOR and LESSEE have duly executed this Lease on the day and year written below. The last party executing this Lease shall insert the date on page one hereof.

LESSOR:

THE CITY OF PEACHTREE CITY, GEORGIA, an incorporated Municipality of the State of Georgia

By: ______________________
Name: ____________________
Title: ___________________
(first signature must be by Mayor)

Attest: __________________
Name: ____________________
Title: ___________________
(second signature must be by City Clerk)

(CITY SEAL)
Federal Employer ID No. 58-107-99-55

Sworn to and subscribed before me this _____ day of _____________, 2004 the presence of

____
Witness

____
Notary Public

LESSEE:

SPRINTCOM, INC., a Kansas Corporation

By: ______________________
Name: ____________________
Title: ___________________

Sworn to and subscribed before me this _____ day of ___________ 2004, in the presence of

____
Witness

____

Notary Public

(CORPORATE SEAL)

EXHIBIT "B"

FREQUENCIES

	TRANSMIT	RECEIVE

ANTENNAS

Type (Tx/Rx)	QTY	Model	Approx. Dimensions

HELIAX

Type (Tx/Rx)	QTY	Model	Heliax Diameter Size

EQUIPMENT CABINET DIMENSIONS

Height__________ Width________ Depth________ Weight

ADDITIONAL SPECIFICATIONS:

CITY OF PEACHTREE CITY
TOWER LEASE

FISCAL YEAR	MONTH OF LEASE	CASH PROJECTIONS
2004	1	$ 72,000
2005		-
2006		-
2007	37	24,000
2008	49	24,000
2009	61	24,720
2010	73	25,462
2011	85	26,226
2012	97	27,013
2013	109	27,823
2014	121	28,658
2015	133	29,518
2016	145	30,404
2017	157	31,316
2018	169	32,255
2019	181	33,223
2020	193	34,220
2021	205	35,247
2022	217	36,304
2023	229	37,393
2024	241	38,515
2025	253	39,670
2026	265	40,860
2027	277	42,086
2028	289	43,349
		$ 784,262

Exhibit "A1"
Leased Premises

Parent Tract

All that tract or parcel of land located in Land Lots 98 and 127 of the 7th District of Fayette County, Georgia being more particularly described as follows:

To find the POINT OF BEGINNING, start at the Southerly corner of the intersection of Georgia State Highway 54 and Willowbend Road at a concrete monument found; thence travel North 72° 13' 31"East a distance of 34.53 feet to a point; thence along the Southerly right-of way of Georgia State Highway 54 along a curve to the left having a radius of 22,983.33 feet, delta of 00°46'50", an arc length of 313.15 feet and a cord which bears North 71°50'06" East having a cord distance of 313.15 feet to a iron pin set being the POINT OF BEGINNING; thence along the Southerly line of the right-of way of Georgia State Highway54 along a curve to the left having a radius of 22,983.31 feet, a delta of 00° 51'49" an arc length of 346.43 feet in a cord which bears North 71°00'48" East and a cord distance of 346.42 feet to a concrete monument found; thence North 58°14'06" East a distance of 70.66 feet to an iron pin set; thence along a curve to the left having a radius 22,968.31 feet a delta of 00°04'19", an arc length of 28.89 feet and a cord which bears North 70°22'28" East having a cord distance of 28.89 feet to an iron pin set; thence South 12°00'23" East a distance of 86.41 feet to an iron pin set thence South 52°00'34" East a distance of 50.95 feet to an iron pin set; thence South 34°46'21" East a distance of 33.07 feet to an iron pin set; thence South 40°16'51" East a distance of 125.71 feet to an iron pi set; thence South 52°01'48" East a distance of 84.01 feet to an iron pin set; thence South 31°14'34" East a distance of 20.90 feet to an Iron pin set; thence South 67°41'10" East a distance of 38.87 feet to an iron pin set; thence South 57°37'11" East a distance of 44.30 feet to an iron pin set; thence South 48°15'30" East a distance of 88.13 feet to an iron pin set; thence South 07°42'04" East a distance of 75.69 feet to an iron pin set; thence South 23°23'49" West a distance of 239.66 feet to an iron pin set; thence South 69°38'23" West a distance of 37.29 feet to an iron pin set; thence North 87°56'17" West a distance of 96.28 feet to an iron pin set; thence North 85°26'59" West a distance of 145.89 feet to an iron pin set; thence South 65°44'03" West a distance of 86.27 feet to an iron pin set; thence North 87°59'13" West a distance of 56.61 feet to an iron pin set; thence South 87°44'53" West a distance of 88.08 feet to an iron pin set; thence North 87°55'52" West a distance of 214.06 feet to an iron pin set; thence North 14°49'53" East a distance of 26 feet to an iron pin found; thence North 14°49'53" East a distance of 251.89 feet to an iron pin found; thence North 19°10'07" West a distance of 367.88 to the POINT OF BEGINNING, being a tract of land equal to 10.26 acres more or less and based on a survey conducted by Mark Welborn on May 12, 1998 for Peachtree City Holdings LLC, which is attached, hereto.

Sprint Leased Area:

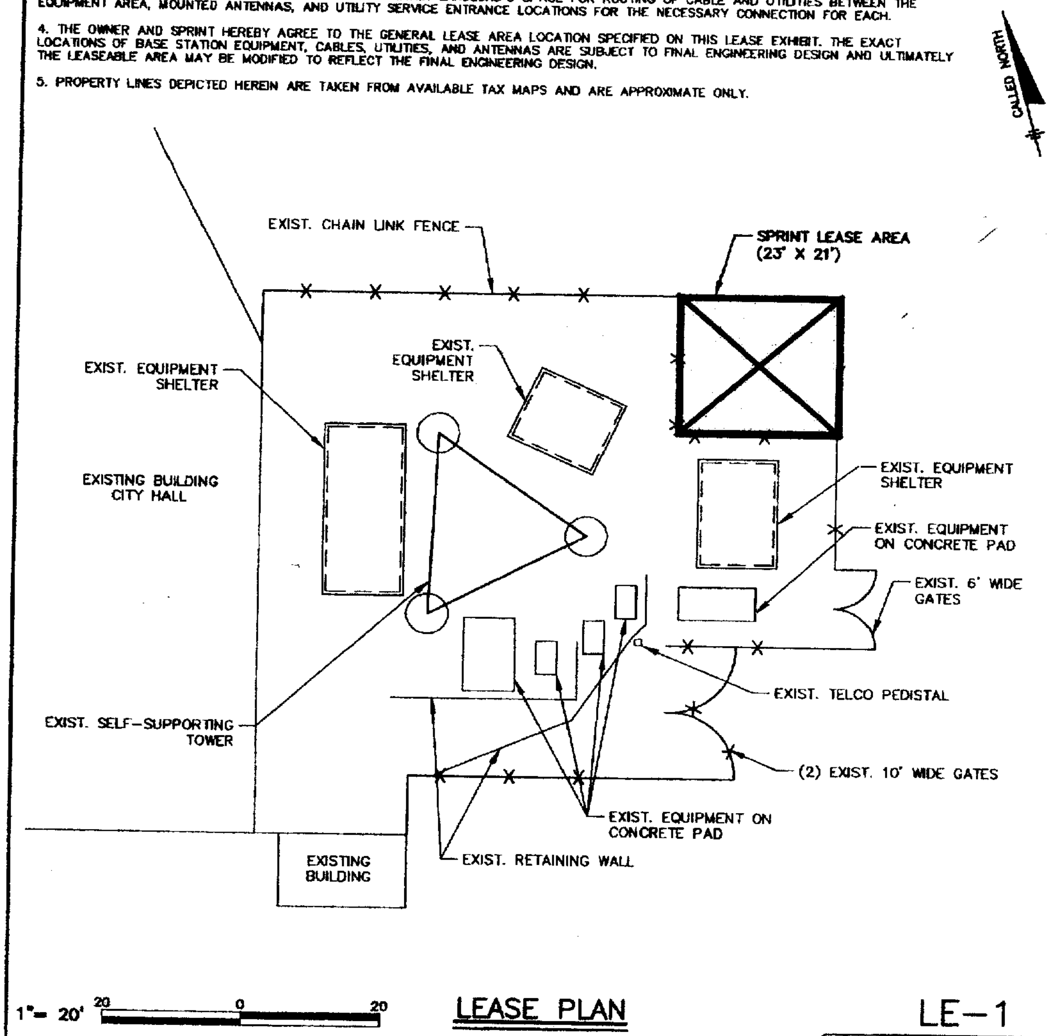
More particularly described as a 23' X 21' or 483 square feet, located within the 5,777 square foot area of the tower location.

Exhibit "A2"
Leased Premises
Lessee's Leased Area

ADDENDUM 2

NOTES:

1. SPRINT AND OWNER AGREE TO MODIFY LEASE PARCEL SIZE AND CONFIGURATION IF REQUIRED TO OBTAIN NECESSARY ZONING APPROVALS.
2. LEASED AREA SHALL INCLUDE 24 HOUR, 7 DAY ACCESS FROM PUBLIC PROPERTY TO EQUIPMENT AND ANTENNAS.
3. LEASED PREMISES SHALL INCLUDE SUITABLE AREA WITHIN LANDLORD'S SPACE FOR ROUTING OF CABLE AND UTILITIES BETWEEN THE EQUIPMENT AREA, MOUNTED ANTENNAS, AND UTILITY SERVICE ENTRANCE LOCATIONS FOR THE NECESSARY CONNECTION FOR EACH.
4. THE OWNER AND SPRINT HEREBY AGREE TO THE GENERAL LEASE AREA LOCATION SPECIFIED ON THIS LEASE EXHIBIT. THE EXACT LOCATIONS OF BASE STATION EQUIPMENT, CABLES, UTILITIES, AND ANTENNAS ARE SUBJECT TO FINAL ENGINEERING DESIGN AND ULTIMATELY THE LEASEABLE AREA MAY BE MODIFIED TO REFLECT THE FINAL ENGINEERING DESIGN.
5. PROPERTY LINES DEPICTED HEREIN ARE TAKEN FROM AVAILABLE TAX MAPS AND ARE APPROXIMATE ONLY.



LEASE PLAN

LE-1

NOTE: OWNER AND SPRINT MAY, AT SPRINT'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

DWG 1 OF 2

OWNER INITIALS:	DATE:
SPRINT INITIALS:	DATE:

REV.	DATE	DESCRIPTION

TAX MAP NO.: 0732-075-01
ZONING CLASS: OS-OPENING SPACE
JURISDICTION: PEACHTREE CITY
OWNERS NAME: PEACHTREE CITY

Sprint

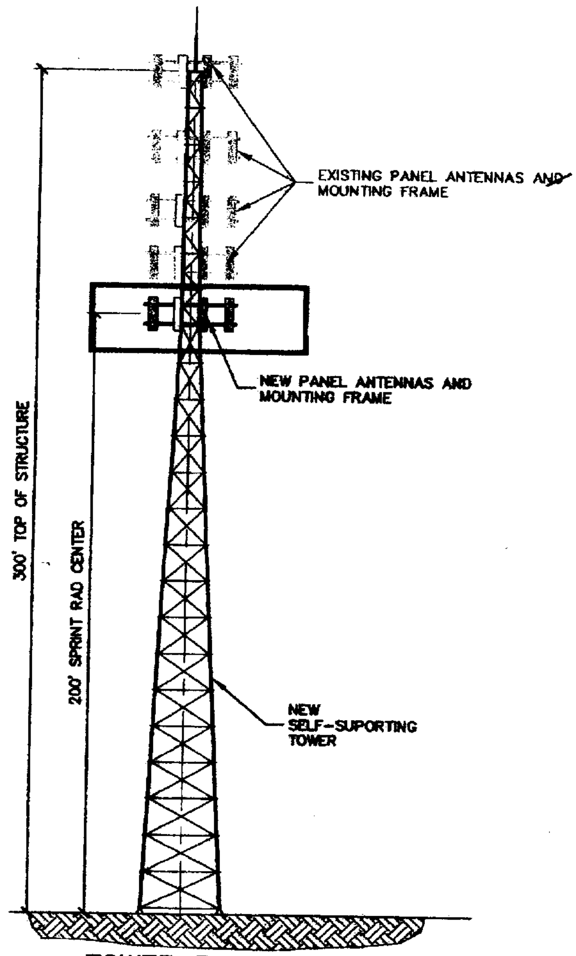
AFL Telecommunications
Wireless Services Pacific 17, Inc
301 CUBE DRIVE
ALPHARETTA, GA 30005
Office (770) 663-8813
Fax (770) 663-8471

APPROX. SCALE: 1" = 20'
DATE: 3/29/04

LEASE EXHIBIT PLAN
SITE I.D. AT60XC134-A
SITE ADDRESS: (CITY HALL SST)
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269

Exhibit "A3"
Leased Premises
Lessee's Tower Elevation

ADDENDUM 2



TOWER ELEVATION
NOT TO SCALE

LE-2

NOTE: OWNER AND SPRINT MAY, AT SPRINT'S OPTION, REPLACE THIS EXHIBIT WITH AN EXHIBIT SETTING FORTH THE LEGAL DESCRIPTION OF THE PROPERTY ON WHICH THE SITE IS LOCATED AND/OR AN AS-BUILT DRAWING DEPICTING THE SITE.

DWG 2 OF 2

OWNER INITIALS:	DATE:
SPRINT INITIALS:	DATE:

REV.	DATE	DESCRIPTION

TAX MAP NO.: 0732-073-01
ZONING CLASS: OS-OPENING SPACE
JURISDICTION: PEACHTREE CITY
OWNERS NAME: PEACHTREE CITY

Sprint

AFL Telecommunications
Wireless Services
Pacific 17, Inc
301 CURIE DRIVE
ALPHARETTA, GA 30005
Office (770) 663-8613
Fax (770) 663-8471

APPROX. SCALE: N.T.S.
DATE: 3/29/04

LEASE EXHIBIT PLAN
SITE I.D. AT60XC134-A
SITE ADDRESS: (CITY HALL SST)
153 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269

EXHIBIT "B"

FREQUENCIES

TRANSMIT	RECEIVE
1945-1950MHZ	1865-1870MHZ

ANTENNAS

Type (Tx/Rx)	QTY	Model	Approx. Dimensions
EMS	9	RR65-18-02DPL2	56′X 8″ X 2.75″

HELIAX

SIZE	QTY	Model	Heliax Diameter 1 5/8
	9	Andrew	

EQUIPMENT CABINET DIMENSIONS

Height 72″ Width 30″ Depth 10′3″

ADDITIONAL SPECIFICATIONS:

CITY OF PEACHTREE CITY
TOWER LEASE

FISCAL YEAR	MONTH OF LEASE	CASH PROJECTIONS
2004	1	$ 72,000
2005		-
2006		-
2007	37	24,000
2008	49	24,000
2009	61	24,720
2010	73	25,462
2011	85	26,226
2012	97	27,013
2013	109	27,823
2014	121	28,658
2015	133	29,518
2016	145	30,404
2017	157	31,316
2018	169	32,255
2019	181	33,223
2020	193	34,220
2021	205	35,247
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2023	229	37,393
2024	241	38,515
2025	253	39,670
2026	265	40,860
2027	277	42,086
2028	289	43,349
		$ 784,262

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **Developmental Services Director**

VIA: **City Manager**

DATE: **December 22, 2004**

SUBJECT: **Resolution of support for State licensing board for contractors**
January 6, 2004 City Council Agenda

Recommendation:

Approve the attached Resolution supporting the full implementation of HB 1003 providing for a State licensing board for contractors.

Discussion:

The Resolution, as requested by the City Council, is in response to citizen's request for assistance ensuring and maintaining the quality of work done by contractors in the City of Peachtree City and the State of Georgia. In legislative session the Georgia Assembly adopted HB 1003 that provided for the formation of a licensing board to require bonding and standards for licensing contractors to perform work in the State of Georgia. It was to take effect May 1st 2004. However, the Legislature has not authorized funding to implement the board required to carry out the act. Citizens are requesting that contractors be licensed and bonded so that when and if work is not done properly that they will have some legal recourse that they currently do not have.

Budget Impacts:
There are no budget impacts associated with this proposal.

RESOLUTION NO.____

A RESOLUTION OF THE CITY OF PEACHTREE CITY IN SUPPORT OF FUNDING FOR THE STATEWIDE BOARD FOR THE LICENSING OF CONTRACTORS

Whereas, the State of Georgia has authorized the formation of a Statewide board for the licensing of contractors; and

Whereas, residents of the City of Peachtree City have appeared before the City Council and requested that contractors be licensed and regulated under the Statewide program; and,

Whereas, residents have demonstrated that such a program has a direct benefit to the Citizens of Peachtree City and to their individual and collective health, safety, and welfare; and

Whereas, the City Council has considered the request for support in open public meetings and have heard testimony from citizens and representatives of contractors.

NOW THEREFORE be it resolved that the City Council of the City of Peachtree City supports State funding for the Statewide board for the licensing of contractors and full implementation of the requirements set forth in HB 1003 as adopted by the General Assembly of the State of Georgia.

Adopted by the City Council in regular session and signed by the Mayor this 6th day of January 2005.

Stephen D. Brown, Mayor

Attest:

Jane Miller, City Clerk

POLICE DEPARTMENT

350 South Highway 74 • Peachtree City, Georgia 30269 • 770-487-8866 • Fax: 770-631-2512

JAMES V. MURRAY
Chief of Police

INTEROFFICE MEMORANDUM

TO:	Mayor and City Council
VIA:	Bernard J. McMullen, City Manager
FROM:	James Murray, Chief of Police
DATE:	December 21, 2004
SUBJECT:	Revised Wrecker Service Contract

Recommendation:

That City Council approve the revised wrecker service contract with Parker Wrecker Service (attached) to allow an additional charge of $25.00 for removal of broken glass or other debris when a vehicle is removed from the street.

Discussion:

The City entered into a contract with Parker Wrecker Service on May 27, 2003 to provide wrecker service in the City of Peachtree City. In November of this year, the Parker's requested a change in the existing contract that would allow an additional charge for the removal of broken glass and other debris from the street (a copy of their request is attached). The Police Department has no objections to this change to the contract.

Attorney Ted Meeker has incorporated the changes into the existing contract (see Section 12 – Removal of Debris). Additionally, Mr. Meeker has revised the contract period wording (see Section 21) which still agrees with the original contract period.

The Police Department has reviewed the changes and recommends Council's approval of the revised wrecker service contract.

Budget Impact:

Approval of the revised wrecker service contract has no impact on the City's budget.

Parker

Need a Tow, Call a Pro!

Wrecker

Heavy Duty Under-Reach

Nov. 19, 2004.

To: Peachtree City Police Dept.
Attn: Captain Pye.

Clean-up Charges Regular Clean up sweeping glass & minor items in Roadway. in minor accidents should and are included in the $45.00 tow bill. Major accidents with debre all over Roadway OR area where accident occured with excesses amount of time driver is clearing up we are asking for clean-up charges in those accidents if that is acceptable with Peachtree City to amend that into our contract.

Thank You,

[signature]

770-253-5505 • 242 Greenville Street • Newnan, GA 30263
770-486-9445 • 213 Huddleston Road • Peachtree City, GA 30269

CITY OF PEACHTREE CITY

POLICE DEPARTMENT

WRECKER SERVICE CONTRACT AGREEMENT

This Agreement made and entered into on this date ~~May 27, 2003~~, January 6, 2005, by and between the City of Peachtree City, to be also referred to as the **"CITY"** and who shall be referred to as the **"CONTRACTOR."**

The provisions outlined in this Agreement shall be supervised and enforced by the Peachtree City Chief of Police or his designee and any violation or performance failure on the part of the **CONTRACTOR** shall be documented and appropriate action will be taken to include suspension or termination of the Wrecker Service Agreement.

An appeal of the Chief of Police's decision can be made to the City Manager of the **CITY**.

The Chief of Police of the City of Peachtree City will act as an official agent of the citizens of the City of Peachtree City.

DEFINITION OF WORDING, PHRASES, ETC.

1. SIMPLE TOW: This includes the furnishing of a wrecker and all work necessary to properly hook up to the disabled vehicle and tow it to a storage/repair area.

2. DAMAGED VEHICLE TOW: This includes vehicles, which have been damaged to the extent of causing problems in preparation for towing or in the actual towing.

3. SERVICE TO BE RENDERED IMMEDIATELY UPON REQUEST: This means that the **CONTRACTOR** will have a wrecker standing by and will start toward the scene of traffic infringement immediately after a call for service is received. Arrival shall be within twenty (20) minutes, or as advised by **CONTRACTOR** of reasonable delay.

4. LIGHT DUTY WRECKER: A light duty wrecker is defined as one of 14,500 lb. minimum G.V.W. (Gross vehicle weight) with an 8,000 lb. power winch.

5. MEDIUM DUTY WRECKER: A medium duty wrecker is defined as one of 25,000 lb. minimum G.V.W. with a 20,000 lb. power winch.

6. HEAVY DUTY WRECKER: A heavy duty wrecker is defined as one of 30,000 lb. minimum G.V.W. with a 30,000 lb. power winch.

7. CONTRACTOR: The person, company, or corporation to whom the contract is awarded.

8. AUTHORITY TO REQUEST WRECKER SERVICE: The **CONTRACTOR** will perform work, answer calls, and receive instructions from the Peachtree City Police Department, Fire Department, Fleet Manager, or Fayette County E-911. The **CONTRACTOR** is specifically prohibited from being involved except as herein outlined.

9. MILEAGE: No mileage will be assessed within a reasonable distance. A "reasonable distance" will be agreed upon between the **CONTRACTOR** and the **CITY**.

SPECIFICATIONS, REQUIREMENTS, TERMS AND CONDITIONS

The City of Peachtree City is an indirect party to this contract to the extent that under such contract-agreement, the **CITY** will establish an obligation on the part of the **CONTRACTOR** to make available to the City of Peachtree City and the general public the **CONTRACTOR'S** service when and as called upon, at an established cost rate and to safeguard the public by assured coverage while the **CONTRACTOR** is in performance of such agreed upon service.

1. **CALLS FOR SERVICE:** Service under this Contract is to be rendered upon request of the Peachtree City Police Department, Fire Department, Fleet Manager, or Fayette County E-911. Service is to be rendered immediately upon request. Services rendered in response to requests from others or

under other conditions shall not be applicable under this contract. **CONTRACTOR** shall not respond to the scene of an accident inside the City limits of Peachtree City unless called to the scene by the Peachtree City Police Department or Fayette County E-911.

2. **<u>ANSWERING CALLS</u>:** The **CONTRACTOR** will be required to respond within twenty (20) minutes, or so advise the **CITY** of a reasonable delay. If in the judgment of the Peachtree City Police Department, additional wrecker service is needed, then another wrecker service will be called. The Peachtree City Police Department shall have the final determination as to whether or not additional service is required.

3. **<u>ADHERENCE TO LAWS</u>:** **CONTRACTOR** will conform to all Federal, State, and Local laws and/or rules and regulations now in effect or as new ones become applicable. It shall be the duty of the **CONTRACTOR** to ascertain all applicable laws and changes.

4. **<u>TYPES OF SERVICE</u>:** Included under this Agreement is the furnishing of labor force, required equipment, and other means for extricating and removal of wrecked or disabled vehicles from highways, roads, streets, or other public thoroughfares or proximity thereof, and to tow or otherwise transport such vehicles or equipment to such places as may be requested or directed.

5. **<u>CHARGES FOR SERVICES</u>:** The **CONTRACTOR** will charge the public at rates not greater than those stipulated under this contract for its services. Such rates will be posted in the **CONTRACTOR'S** place(s) of business in such a way as to be prominently displayed for the attention and information of claimants of vehicles under the **CONTRACTOR'S** care. Billings or statements of charges will have clearly printed rates applicable under this contract so that the claimant may verify such charges. All charges must be itemized.

6. **<u>RESPONSIBILITY FOR CHARGES FOR SERVICE</u>:** Neither the **CITY** nor the Police Chief shall be responsible to the **CONTRACTOR** for any sum whatsoever, but that all monies paid the **CONTRACTOR**, pursuant to the terms of this Agreement, shall be paid by the owner(s) of the vehicles removed and stored, or by sums derived from a legal sale of such vehicles according to procedures as set forth in O.C.G.A. Section 40-11-5. Each vehicle is to stand as security only for the charges against that vehicle and when vehicles which are unclaimed are sold and do not bring as much as the charges against the particular vehicle, the **CONTRACTOR** agrees to suffer the loss between the sale price and the charges against the particular vehicle. Any excess monies, after the payment of wrecker service fees and the costs of any notification or advertisements required by law, shall be turned over to the court as required by O.C.G.A. Section 40-11-6. Before any sale of vehicles, the **CONTRACTOR** agrees to abide by all the present provisions and future amendments to the Georgia Laws.

7. **<u>RELEASE OF VEHICLES</u>:** Vehicles/equipment removed, towed, and/or stored as a result of Police directed action, will not be released to the owner

except upon written authorization of the Peachtree City Police Department, or upon authority of a Court Action.

8. **INVENTORY AT SCENE AND CONTRACTOR'S RESPONSIBILITY FOR PERSONAL PROPERTY:**

a. The **CONTRACTOR** shall be responsible and liable for all vehicles and property hauled, towed, or stored under this contract, including all equipment and contents thereof and shall indemnify and hold harmless the **CITY** against all claims for damages to any vehicle and/or property hauled, towed, or stored under this contract.

b. It will be the responsibility of the Peachtree City Police Department to make an itemized inventory of property or clothing left in any vehicle placed in its care, excluding vehicles involved in accident scenes, under this contract and a copy of the inventory form will be given to the wrecker operator.

c. If extenuating circumstances exist, an officer or supervisor may deem it necessary to conduct a vehicle inventory to secure electronic equipment, contraband, personal property, or other items deemed valuable or hazardous.

d. The wrecker operator will check inventory at the scene of the towing and will approve it by signature. The investigating officer shall retain a copy of the inventory form immediately at the scene and forward it to the Police Department.

9. **HOURS OF SERVICE:** The **CONTRACTOR** will maintain a facility with equipment and sufficient labor force, adequate to supply on demand, twenty-four (24) hours per day, every day, to fulfill **CONTRACTOR'S** responsibilities as set forth herein. Standby crews and equipment are to be available so as to meet emergency situations under abnormal conditions.

The **CONTRACTOR** is obligated to release impounded vehicles between the hours of 8:00 a.m. and 5:00 p.m. five (5) days a week (Monday through Friday) and is not required under this Agreement to release such vehicles between the hours of 5:00 p.m. and 8:00 a.m. on weekdays and at anytime on weekends. If the **CONTRACTOR** is required to open his facility after hours, the **CONTRACTOR**, at its discretion, may charge an additional $25.00, unless the release involves a government vehicle.

10. **OFFICE AND STORAGE FACILITIES:**

a. The **CONTRACTOR** will be required to maintain a suitable headquarters facility to transact business and to accommodate the public. There shall be someone who can be reached by telephone twenty-four (24) hours every day of the year. Such facility must be maintained properly, clean, and presentable at all times and shall be subject to inspection by the Peachtree City Police Department. Failure to properly maintain facilities and provide quality service shall be cause for termination at the option of the City.

b. The **CONTRACTOR** will have an area for storage of towed vehicles or equipment, within the area of service contracted for or other approved location. Such storage area must be secured against free entry and in such a way as to give security to the property entrusted in its care. If the storage area is an open area, it must be enclosed with an eight-foot (8') fence, including barbed wire, to discourage theft, damage, or malicious mischief. Such storage area must have security with reasonable human attendance, posted with "No Trespassing" signs and be lighted. Such open area must be paved or have sufficient packed gravel surface to prevent problems in entry or exit during inclement weather.

11. **WRECKER AND TOWING EQUIPMENT:**

a. The **CONTRACTOR** shall have in operational condition at all times a minimum of two light duty, one medium duty, and one heavy-duty wrecker(s) in its wrecker fleet. This is the minimum requirement.

b. Each wrecker will be required to carry a full compliment of service items such as fire extinguishers, chains, ropes, blocks, skid chains, dollies (not required for flatbeds), stop light, flares, flashers, flood lights, hand tools, lock-out tools, shovels, axes, wrecking bars, brooms, and other tools needed for lifting, extricating, or righting of wrecked vehicle-equipment and removal from thoroughfare by towing or carting.

c. Each wrecker shall display the name and telephone number of the **CONTRACTOR** in not less than four-inch (4") letters.

12. **REMOVAL OF DEBRIS:** Each wrecker will carry a broom and the wrecker driver or his assistant shall be required to sweep up and remove broken glass or other debris when a vehicle is removed from the street. In addition to the other fees to be charged by **CONTRACTOR** pursuant to this agreement, **CONTRACTOR** may charge the sum of $25.00 for removal of broken glass or other debris when a vehicle is removed from the street. Removing all debris from the street is part of the **CONTRACTOR'S** obligation. When directed by Police to remove material from a street which is part of a load being trucked over the thoroughfare, the **CONTRACTOR** may remove, or subcontract for the removal of, the material as directed and charge a reasonable sum~~a reasonable rate~~ for such removal.

13. **EMPLOYMENT OF CONTRACTOR:** The **CONTRACTOR** affirms that he is not an employee or elected official of the City of Peachtree City. The **CONTRACTOR** shall submit to the Police Chief the names, addresses, and ages of all partners, stockholders, and/or any party having any ownership interest whatsoever in the **CONTRACTOR'S** wrecker service company.

14. **IDENTITY OF EMPLOYEES:** The **CONTRACTOR** will submit to the Police Chief the name, address, and age of all persons employed in the wrecker and storage operation and each such person shall be required to be fingerprinted

and photographed by the Police Department before they shall be allowed to serve the City of Peachtree City. Notice in writing to the Police Chief must be made of any changes in the above information.

15. **<u>RECORDS</u>:** The **CONTRACTOR** will provide pre-printed impound inventory forms for the service under this contract. In addition to all other information required by law, the following shall be indicated on the form:

    a. Time the call came from the Police Department or Fayette County E-911.
    b. Arrival time at the scene of accident (or the sight where directed).
    c. Departure time from the scene indicated in item (b).
    d. Arrival time at the storage facility.

16. **<u>EXAMINATION OF RECORDS</u>:** The **CONTRACTOR** agrees that the Chief of Police or duly authorized representative shall have access to and the right to examine any books or records related to the contract. Such records will be maintained for three years after the end of this contract. **CONTRACTOR** acknowledges that the books and records related to the contract are subject to the Georgia Open Records law.

17. **<u>MONTHLY REPORTS</u>:** The **CONTRACTOR** will provide a list of tows and tow fees initiated by the Peachtree City Police Department, on a monthly basis to the Chief of Police, by the 15th of the following month.

18. **<u>REQUIREMENTS OF STATE LAW</u>:** In addition to prior terms, conditions, etc., spelled out in this specification, the **CONTRACTOR**, will comply with any Federal, State, or Local law or ordinance applicable to this operation.

19. **<u>PERFORMANCE BOND</u>:** The **CONTRACTOR** shall furnish a commercial type of Performance Bond in favor of the City of Peachtree City, Georgia in the amount of $5,000.00 as a guarantee for faithful performance of this contract. Such bond shall be kept in full force during the life of the contract and shall be incumbent upon the **CONTRACTOR** and Surety not to permit the bond to expire. Such surety of bond shall be acceptable to the City and be licensed to do business in the State of Georgia. Failure to maintain the Performance Bond shall result in termination of the contract at the option of the **CITY** without the required thirty (30) days' notice.

20. **<u>INSURANCE</u>:** The **CONTRACTOR** further agrees to furnish to the **CITY** a Certificate of Insurance in the amount not less than $100,000.00 for one vehicle or $300,000.00 for one incident, conditioned to guarantee against loss, in case of any fire, theft, or other hazard causing damage to any vehicle while in the custody of the **CONTRACTOR**, or under its control; provided further, that such a deduction shall not operate to relieve the **CONTRACTOR** from liability for the full amount of said loss. The **CONTRACTOR** shall further carry insurance and be fully responsible for any articles left in a vehicle or truck held by the **CONTRACTOR** and shall hold the **CITY** harmless for any losses of this nature whatsoever.

    It is mutually agreed between the parties that the **CITY** shall be completely held harmless by the **CONTRACTOR** and all persons whom its services under this contract and that the **CONTRACTOR** shall furnish a copy of the insurance policies issued as previously set out in the contract to the Chief of Police during the tenure of this Agreement and shall defend at its own expense, any and all litigation of every nature and description that may grow out of its services rendered under this contract.

21. **CONTRACT PERIOD:** The contract period is to commence immediately upon execution of this contract by both parties and shall terminate absolutely and without further obligation on the part of the **CITY** at the close of this calendar year; however, this contract shall be automatically renewed for one (1)~~three consecutive~~ additional calendar year~~s~~ terminating on December 31, 2006, unless either party notifies the other that it is terminating the contract, in which case the contract is terminated thirty (30) days after the delivery of such notice. Since this contract is for possible services to be rendered in the future by the **CONTRACTOR** upon the request of the **CITY** for third parties, there is no financial obligation on the part of the **CITY**. Title to any supplies, materials, equipment or other personal property shall remain in the possession of the **CONTRACTOR.**

22. **CHARGES:** Subject to all requirements, specifications, etc., of this invitation and resulting contract, the following rates will apply:

    a. For simple towing of auto, pickup, motorcycle, or golf cart, from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR**, or City facility, an amount not to exceed $45.00, except that **CONTRACTOR** shall have the right to charge $12.50 per hour (minimum of $12.50) for each person in addition to the driver needed to retrieve a golf cart if the golf cart is inaccessible to the wrecker without first relocating it.

    b. For simple towing of a truck tractor from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR**, or City facility, an amount not to exceed $100.00.

    c. For simple towing of a tractor-trailer combination from any point within the city limits of Peachtree City to the storage lot of the **CONTRACTOR**, or City facility, an amount not to exceed $125.00.

    d. When additional service by way of temporary repair to the vehicle, and where necessary to remove said vehicle from an inaccessible location and to place same upon the public highway, road, or street, the **CONTRACTOR** shall be entitled to additional charges for such service, which charges shall be reasonable, not to exceed $20.00 per hour for vehicles of one (1) ton or under, and $50.00 per wrecker for vehicles exceeding one (1) ton, for actual time required to remove the vehicle from the inaccessible location to the right-of-way of the road. It is the intent of the parties that this charge should be on a pro-rated basis of the actual time removing the vehicle from the inaccessible place (i.e. 30 minutes $10.00, etc.)

e. Where dollies are necessary, the **CONTRACTOR** may charge an additional fee of $35.00. The fee will not be charged where a single tow vehicle is used to tow two vehicles.

f. Where it becomes necessary to drop the drive shaft on a vehicle in order to tow it safely, an additional charge of $25.00 may be made.

g. Removal of a tractor bumper - $25.00.

h. Remove a tractor axle, per axle - $25.00.

i. Storage of vehicles, per day, or portion of a day:

1. Storage of a passenger car, pickup, motorcycle, or golf cart - $10.00.

2. Storage of a truck larger than a pickup - $10.00 up to one (1) ton.

3. Storage of a tractor - $20.00.

4. Storage of a trailer - $20.00.

5. Storage of a tractor and trailer - $20.00 of together.

j. The **CONTRACTOR** agrees, however, that it will tow and store, without charge, any vehicle which is impounded and belongs to a victim, or victim's family, of a capital crime, i.e. murder, rape, kidnapping, etc.

23. **<u>IMPOUNDED VEHICHLES TOWED TO PEACHTREE CITY POLICE DEPARTMENT</u>:** All vehicles impounded by the Peachtree City Police Department and towed to the Police Department for processing, and afterwards towed to **CONTRACTOR'S** storage area shall be charged only one basic tow fee.

24. **<u>ALL PEACHTREE CITY VEHICLES</u>:** All City vehicles are to be towed at no cost to the **CITY** to the location designated by the Police Department, Fire Department, or Fleet Manager.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this day and year first above written.

CITY OF PEACHTREE CITY	**CONTRACTOR**
BY: ____________________ Bernard J. McMullen	**BY:** ____________________
TITLE: City Manager	**TITLE:** ____________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager
Finance Director P.F.
Assistant Finance Director

FROM: **Director of Leisure Services**

DATE: **December 28, 2004**

SUBJECT: **Consider Change Order #1, Library Construction Contract, Modification and Repair of Roof Drain System January 6, 2005 City Council Meeting**

Recommendation:

That Council approves Change Order Number 1 to the Library Construction/Renovation Contract in the amount of $52,299 for modification and repair of an existing faulty roof drain system.

Discussion:

For several years the library has been plagued by leaks in many areas of the library. The leaks have caused significant damage to books, furniture, walls and carpet. Attempts over the years to find and fix the problems failed. After recent demolition of the library was completed, the source of the leaks was more easily identified. The existing roof drain system has failed in several places, due in large part to the way in which it was installed. The heavy cast iron pipes, which range in size from 6" to 10" in diameter, were not adequately braced, causing leaks in many places where the pipes were joined. In some cases, the pipes run the entire length or width of the library with minimum bracing to keep joints from separating under the weight of water and pipe.

In addition, some pipes and their adjoining drains were placed too close to a vertical external wall on the roof, causing water to pool during heavy rains and run over flashing and into the library. These pipes will have to be relocated several feet away from the wall, which will coincidentally allow better passage for new HVAC ducts being installed.

New heavy-duty bracing will replace all existing bracing, and joints or turns will be double braced. Also, all new heavy-duty couplings and new seals will be installed. And, the entire new system will be re-insulated.

These problems were impossible to detect during initial engineering studies due to the crowded nature of the space above the suspended ceiling. After the suspended ceiling was removed, excessive wiring and cable taken out, HVAC ducts taken down and other obstructions eliminated, Leo Daly engineers and Leslie Contracting staff were able to identify the problems and provide the enclosed recommended change order.

The goal of the design and construction team is to produce a leak-free library to avoid the damage and inconvenience to patrons and staff previously experienced. These changes are intended to ensure that goal is achieved.

Budget Impact:

The contingency budget for this project is $426,114, and this is the first change order. If approved, the contingency remaining would be $373,815.

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*:
City of Peachtree City Library
201 Willowbend Road
Peachtree City, GA

TO CONTRACTOR *(Name and address)*:
Leslie Contracting, Inc
204 Jeff Davis Place
Fayetteville, Ga. 30214

CHANGE ORDER NUMBER: 001
DATE: December 16, 2004

ARCHITECT'S PROJECT NUMBER: 091-01303-001
CONTRACT DATE: September 24, 2004
CONTRACT FOR: General Construction

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
1. Retrofits to existing roof drain piping, connections and supports.
2. Adding six, (6), roof drains and six, (6), overflow drains with discharge spouts.
3. Water pendtration testing of entire roof drain system to confirm watertightness of system.

The original Contract Sum was	$	3,297,500.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	3,297,500.00
The Contract Sum will be increased by this Change Order in the amount of	$	52,299.00
The new Contract Sum including this Change Order will be	$	3,349,799.00

The Contract Time will be unchanged by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is August 23, 2005

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Leo A Daly Company	Leslie Contracting, Inc.	City of Peachtree City
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1170 Peachtree NE, ~~Suite 1600~~, Atlanta, GA 30309	204 Jeff Davis Place Fayetteville, Ga. 30214	151 Willowbend Road, Peachtree City, GA
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
James E. Porter, Assoc. AIA	Ron Hughes	Randy Gaddo
(Typed name)	*(Typed name)*	*(Typed name)*
12-21-04	12/17/04	
DATE	**DATE**	**DATE**

205 JEFF DAVIS PLACE, FAYETTEVILLE, GA 30214
PHONE: (770) 460-7400, FAX: (770) 460-0478
WWW.LESLIECONTRACTING.COM

LESLIE CONTRACTING, INC.

Friday, December 10, 2004

Mr. Jim Porter
Leo A Daly Company
1170 Peachtree Street NE, Suite 1600
Atlanta, GA 30309-3602

RE: Potential Change Order # 001
Document Number PCO-001
Architect's Construction Change Directive No. 001
Additions & Renovations Peachtree City Library - 04-619

Dear Mr. Porter ,

This letter is to provide official notification of a potential project change as follows:

PCO Number: 001
Date: 10-Dec-04
Description: Modification/Repair of Roof Drains
Proposed Amt: $52,299.00
Days Requested: 0
Notes: Schedule impact to be determined at later date.
Category :
Reason: Owner Request

This PCO is comprised of the following items:

Item Description	Proposed Amount	Contractor
Modification/Repair of Roof Drains	$48,650.00	Harvey's Plumbing
General Contractor OH & Fee @ 7.5%	$3,649.00	Leslie Contracting, Inc.

Total: $52,299.00

Per the terms and conditions of our contract, we request an official Notice to Proceed to start this extra work without further delay to the construction schedule. We also require a Change Order for this extra work as soon as possible. If you have any questions, please contact the undersigned at 770-460-7400 as soon as possible.

Respectfully,

Ronald A. Hughes
Project Manager

Potential Change Orders

Detailed, Grouped by Each Number

Additions & Renovations Peachtree City Library
201 Willowbend Road
Peachtree City, GA 30269

Project # 04-619
Tel: 770-560-6773 Fax:

Leslie Contracting, Inc.

PCO #: 001 12/10/2004 Modification/Repair of Roof Drains

Category	Reason	Reference	COR Number	PCCO Number

Notes	Task Name	Revenue Code
Architect's Construction Change Directive No. 001		

Summary:

			Estimate	Proposed	Approved	Applied
Requested Days:	0	**Budget:**	52,299	52,299	52,299	52,299
Approved Days:	0	**Cost:**	52,299	52,299	52,299	52,299

Itemized Details:

General Description	Quote Due	Quote Rec'd	Allocation	Estimated	Proposed	Approved	Applied
001 - -	12/17/2004		**Budget:**	48,650	48,650	48,650	48,650
Modification/Repair of Roof Drains			**Cost:**	48,650	48,650	48,650	48,650
002 - -	12/17/2004		**Budget:**	3,649	3,649	3,649	3,649
General Contractors OH & Fee @ 7.5%			**Cost:**	3,649	3,649	3,649	3,649

HARVEY'S PLUMBING & IRRIGATION, INC.

P.O. BOX 97 • 8323 RIVOLI ROAD SUITE B
BOLINGBROKE, GEORGIA 31004-0097
(478) 743-2803 (478) 994-2803
FAX: (478) 994-1852

RECEIVED
DEC 0 8 2004
BY:

December 7, 2004

Leslie Construction, Inc.
205 Jeff Davis Place
Fayetteville, GA 30214

Fax: 770-460-0478/ Confirmed U. S. Mail

Re: Peachtree City Library
Construction Change Directive #1- Existing Roof Drains

Dear Ron Hughes,

This project and subsequent pricing is based upon the above referenced directive and a site visit with Bobby York on Friday 12/3/04. Our price is based upon the following;

1) Replace all no hub bands on horizontal runs with new heavy duty bands and gaskets.
2) Add hangers as required to meet directive.
3) Refer to attached plan which will result in six (6) roof drains stubbed to 5'-0" outside building line and six (6) overflow drains with discharge spouts. As noted some will require minimum work, others will be added and still others are to be relocated or replaced.
4) All roof drains to be tested, then all new insulation installed at drain body bottoms and all horizontal piping.
5) It should be noted that this work must be closely coordinated with the roofer and weather.
6) See attached.

For this work we are pleased to submit a quote in the amount of $ 48,650.00. Also enclosed is a material quote from Ferguson Enterprises, Inc., our "work sheet" and above referenced plan.

Thank you for the opportunity of quoting and hoping to be favored with your reply. I remain

Yours truly,

Morgan D. Harvey

Enclosures: ~~10~~ 12

ATTN: MORGAN

DRAFT AIA® Document G714™ – 2001

Construction Change Directive

PROJECT: *(Name and address)*
City of Peachtree City Library
201 Willowbend Road
Peachtree City, GA

TO CONTRACTOR: *(Name and address)*

DIRECTIVE NUMBER: 001
DATE: November 19, 2004
CONTRACT FOR: General Construction

CONTRACT DATED:
ARCHITECT'S PROJECT NUMBER:
Lesi1091-01303-001

OWNER: ☒
ARCHITECT: ☐
CONSULTANT: ☐
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

You are hereby directed to make the following change(s) in this Contract:
(Describe briefly any proposed changes or list any attached information in the alternative)

1. Provide for a survey of the existing rainwater drain lines at the ceiling line area and at all downspouts for the existing library. Provide a detailed report of the existing condition of the drain line connections and support/bracing system.
2. With the completed report completed, submit a detailed price breakdown for retrofits to bring all of the existing rainwater system into compliance with the National Plumbing Code.

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:
   - ☒ • Lump Sum increased of $ 0.00
   - ☐ • Unit Price of $ per
   - ☐ • As provided in Section 7.3.3 of AIA Document A201-1997
   - ☐ • As follows:

2. The Contract Time is proposed to (remain unchanged). The proposed adjustment, if any, is 0 days.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

Leo A Daly Company	City of Peachtree City	
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*	**CONTRACTOR** *(Firm name)*
1170 Peachtree NE Suite 1600 Atlanta, GA 30309	151 Willowbend Road Peachtree City, GA	
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
James E. Porter, Assoc. AIA	Randy Gaddo	
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

(3484450833)

Pam Dufresne

From: Eubanks, Kandice A [KAEubanks@leoadaly.com]
Sent: Tuesday, December 28, 2004 4:38 PM
To: dls@peachtree-city.org
Subject: FW: Change Order No. 1

Dear Randy,

LEO A DALY has reviewed change order No. 1 for the Peachtree City Library Project with our in-house cost estimator and our plumbing engineer. We have determined that the amount listed on the proposed change order No. 1 is correct, therefore, we recommend approval of change order no. 1 by the City of Peachtree City.

James Porter
LEO A DALY
404-874-8333
jeporter@leoadaly.com

***
LAD

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager** Bernard McMullen
Assistant City Manager

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

DATE: **December 17, 2004**

SUBJECT: **Resolution to Call for Election and Establish Qualifying Fees**
January 6, 2005 Council Agenda

Recommendation:

Adopt the attached resolution calling for a municipal election on November 8, 2005 for the purpose of electing a mayor and council members for Post 3 and Post 4.

Discussion:

The State Election Code governing municipal elections requires that Council set and publish qualifying fees not later than February 1st of any year in which an election is to be held. The law requires a fee of three percent of the total gross salary paid for the elected position and also requires that the fees be published in the City's legal organ. The resolution to call for this election and establish qualifying fees is attached for your adoption.

Budget Impact:

An increase in revenue based on the number of those qualifying to run for office.

Attachment

RESOLUTION ESTABLISHING DATE FOR CITY ELECTION FOR PURPOSE OF ELECTING A MAYOR AND COUNCIL MEMBERS FOR POST 3 AND POST 4; ESTABLISH FEES AND DATE FOR QUALIFYING OF CANDIDATES; ESTABLISH DATES FOR VOTER REGISTRATION AND FOR OTHER PURPOSES

WHEREAS: A municipal general election shall be conducted on November 8, 2005, for the purpose of electing a mayor and council member for Post 3 and Post 4; and,

WHEREAS: Candidates who are elected in said election shall serve for a term of four years; and,

WHEREAS: Persons eligible to become candidates for said election shall be at least 21 years of age and be a qualified elector of the City who shall have continuously resided and maintained his or her domicile in Peachtree City for at least six months immediately preceding the election; and,

WHEREAS: Candidates for said election shall qualify with the City Clerk in City Hall. Qualifying shall open at 8:30 a.m. on the 12th day of September, 2005, and shall close at 4:30 p.m. on the 16th day of September, 2005; and,

WHEREAS: Voter Registration for said election shall close at 5 p.m. on the 11th day of October 2005; and,

WHEREAS: The date for a run-off election, if required, shall be November 29, 2005; and

WHEREAS: The City Council does hereby declare that the qualifying fee for Mayor shall be $270.00 and the qualifying fee for Council Post 3 and Council Post 4 shall be $180.00.

NOW, THEREFORE BE IT RESOLVED by the Mayor and City Council of Peachtree City that the general election is hereby authorized pursuant to the rules and regulations set out in this Resolution and pursuant to the Georgia Municipal Election Code as amended.

FURTHER, the Superintendent of Elections and Absentee Ballot Clerk shall be the Fayette County Board of Elections who is hereby authorized to provide an appropriate number of poll workers to conduct said election. Polling places within Peachtree City shall be open from 7:00 a.m. to 7:00 p.m. on the day of the general election and on the day of the run-off election, if required.

Adopted this 6th day of January 2005.

____
Stephen D. Brown, Mayor

____
Judi-ann Rutherford, Councilmember

____
Stuart Kourajian, Councilmember

____
Steve A. Rapson, Councilmember

____
Murray Weed, Councilmember

____________________________ Attest
Jane S. Miller, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Assistant City Manager

FROM: Administrative Services Director / City Clerk

DATE: December 13, 2004

SUBJECT: Request for Funding from Fayette Senior Services
January 6, 2005 Council Agenda

Recommendation:

Consider approval of the request from Fayette Senior Services for $7,500 in City funding.

Discussion:

Fayette Senior Services has submitted the attached request for $7,500 in funding assistance from the City of Peachtree City (attachment 1). As required in CAR 8-3 (attachment 2), Fayette Senior Services has included with their request a copy of the latest completed Form 990 tax filing. The City has, for the past several years, provided $7,500 in annual funding to Fayette Senior Services and this amount has been included in the City's FY05 budget. Andy Carden, Executive Director, will be at the Council meeting to answer any questions you may have.

Budget Impact:

The budget impact to the City would be $7,500.

Attachments

Funding Request
For Non-Profit Organizations

Organization Information:

Organization Name: Fayette Senior Services

Address: 390 Lee Street Fayetteville, GA 30214

Phone #: 770 461-0813 Fax #: 770 461-2448

Contact Person: Andy Carden

Title: Executive Director

Financial Information:

Total Annual Budget: $671,323

Total Clients Served Annually: 361

Peachtree City Residents Served Annually: 94

Funding Request Information:

Funding Amount Requested: $7,500

Funding Use(s): Support of Senior Needs

Additional Information on Organization/Services: See attached brochure

REQUIRED ATTACHMENTS: 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date Submitted: 5/28/04 ***Council Approval Date:*** ______ ***Amount Approved:*** ______

Fayette
Senior
Services™

RECEIVED
DEC 13 2004
PEACHTREE CITY
CITY HALL

390 Lee Street
Fayetteville, GA 30214-2056
Phone: 770-461-0813
www.fayss.org

December 9, 2004

Mrs. Jane Miller
Director of Administrative Services
151 Willowbend Road
Peachtree City, GA 30269

Dear Jane:

Fayette Senior Services request approval of $7,500 funding assistance from Peachtree City. The City of Peachtree City has been a friend to seniors for a number of years by supporting this level of assistance. The many services we provide continue to grow. Our programs have been for many years limited by our space. As you have read, Fayette County looks as if it will complete the long needed multipurpose senior center. The new space will allow FSS to more fully address some of the under programmed needs within our senior community.

Outlined below is the standard information that the agency has supplied to you in the past. I hope this will meet your need and FSS looks forward to the continued success of our services to the Citizens of Peachtree City.

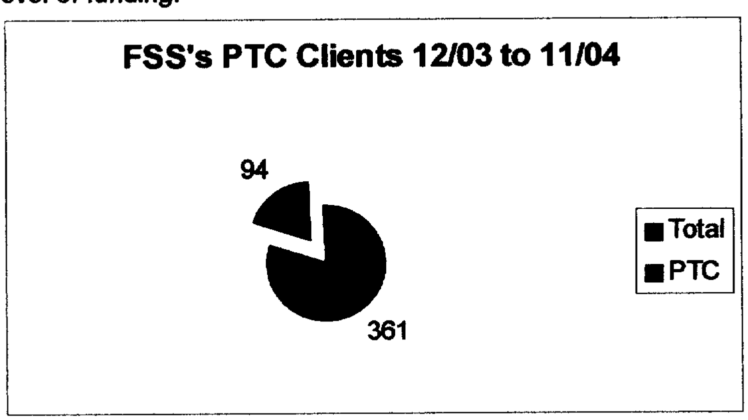
Sincerely,

Andy Carden

FY 2005 Amended Budget Level: $671,323

Fayette Senior Services	FY2003 Audited	FY2004 Audited	FY2005 Budget
Total Agency Public Support & Revenue	587,734	695,724	671,323
Less: Fundraising & Other	-51,660	-18,599	-23173
**Fayette County	-96,200	-105,631	-105631
Fayetteville	-12,500	-17,400	-17,400
Peachtree City	-7,500	-7,500	-7500
Remaining Public Support & Revenue	419,874	546,594	517,619

** Fayette County sets aside within its own accounts $25,000 for Capital Building Program and has done so for several years. This amount is over and above the operational level of funding.



THANK YOU FOR YOUR SUPPORT!

Andy Carden
Executive Director

ATTACHMENT 1

United Way Helps Here

Volunteers and community support provide a valuable service to the community through the Fayette Senior Services' network.

Giving as little as one hour a week can change the lives of senior citizens in Fayette County. Our volunteers come from all walks of life.

Volunteers...

- Deliver Meals on Wheels
- Assist at The Friendship Center
- Are Friendly Visitors
- Are Phone-A-Friends
- Donate Special Services

If you would like to join our caring group of volunteers, or make a donation, please call us or return the form on the back of this brochure.

❑ Please accept my tax deductible gift.
Amount Enclosed $___________

❑ I would like to make a Remembrance Gift.
❑ In Memory of ❑ In Honor of

____

❑ Please contact me regarding volunteering:

Name:___________________________

Firm:____________________________

Address:_________________________

____

Phone: ❑ Day ❑ Evening

____

Please make your checks payable to:
Fayette Senior Services, Inc.

FAYETTE SENIOR SERVICES, INC.
390 Lee Street
Fayetteville, GA 30214-2056
Phone: 770-461-0813
Fax: 770-461-2448
www.fayss.org

FAYETTE SENIOR SERVICES, INC.

Serving Our Community
Since 1978

Dignity, Self Respect
And
Independent Living

The Agency

Fayette Senior Services has provided service to Fayette County senior citizens for over 25 years. We are a private, not-for-profit organization concerned with the needs of Fayette County senior citizens.

Our vision is to help maintain the dignity, self-respect and independent living for Fayette residents age 60+.

Information and Referral

Our I & R Specialist utilizes many resources to connect seniors and their caregivers with available services in the community. By determining the needs of the caller, appropriate referrals, or in some cases, contact with providers on behalf of the caller are made.

Case Management

Our Case Manager conducts assessments, and assists families in planning care for seniors. Client services such as Meals on Wheels, Friendly Visitor, In-Home services, and referrals to other available community services are coordinated by the Case Manager.

Transportation

Transportation for medical appointments is available on a limited basis. A sliding scale is used to determine the fee.

In-Home Services

This program will enable eligible recipients to become or remain self-sufficient by providing trained personnel who perform simple homemaker and/or personal care tasks.

Homemaker tasks can include shopping, errands, light housekeeping, laundry, meal preparation, and changing linens. Personal care services can include bathing, toileting, grooming, and dressing. Cost is based on a sliding scale.

Friendly Visitor

This is a volunteer program that matches a homebound senior with a trained volunteer, who usually visits once a week. A desire to provide companionship and a listening ear are all that's required.

Emergency Response

An easy to use electronic device designed to signal a friend, relative or emergency service whenever help is needed. The system has a small pendant or wrist band worn by the user and a receiver connected to the user's telephone. Subscribers will pay a monthly monitoring fee only.

Wellness Program

This educational program is staffed by volunteer registered nurses from the community. They conduct blood pressure checks regularly and health screenings several times a year.

Adult Day Services

Adult Day Services is a daytime program to help families take care of their loved ones. It provides physical and emotional well-being through healthcare services and social and recreational activities. A customized program of activities will be developed for every individual and a wide range of programming is offered which includes: Hot Lunches & Snacks; Men's Club; Out to Lunch Bunch; Therapeutic Services; Intergenerational Programming; Bathing Services; Beauty Care & Barbershop; and Motion Exercises. Flexible scheduling and transportation is available. A sliding scale is used to determine the fee.

Friendship Senior Center

Daily activities include crafts, games, exercise, and informative educational programs. Shopping and day trips are also organized for the senior adults that attend. Limited transportation is available and participants receive a hot lunch and snacks. Hours are 9:00 a.m. – 1:00 p.m., Monday – Friday. A sliding scale is used to determine the fee for attending.

The J.O.Y. Club

Fun is the theme of this social and recreational club for active seniors.
Just Older Youth members will enjoy travel opportunities, theater, dining out and other activities in and around Atlanta. Activity fees may apply.

Tower Place, Suite 2600
3340 Peachtree Road, NE
Atlanta, GA 30326

404.264.1700
Fax 404.264.9968

www.bkr-metcalf.com

Attachment 2

BKR Metcalf Davis

Certified Public Accountants

March 18, 2004

Mr. Andy Carden
Fayette Senior Services, Inc.
390 Lee Street
Fayetteville, Georgia 30214

Dear Mr. Carden:

Enclosed is the return of organization exempt from income tax return for Fayette Senior Services, Inc. for the period ending June 30, 2003 which include the original and duplicate copies of--

FORM 990 - RETURN OF ORGANIZATION EXEMPT FROM INCOME TAX

Instructions for filing the above return are attached for easy reference. Pre-addressed mailing envelopes are enclosed with the tax forms for your convenience. (A copy of the return should be mailed to the State of Georgia, as well as to the IRS in Odgen, Utah.)

File the original returns after you have entered your signature and the date. Retain the duplicate copy with your tax records.

Taxing agencies have the authority to request the documents supporting your returns. Therefore, you should retain your tax records for a minimum of three years.

We sincerely appreciate this opportunity to serve you. If you should have any questions regarding your return, please do not hesitate to call.

Very truly yours,

J. Christoph Call

J. Christopher Call

JCC/sp

Enclosures

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2002

Open to Public Inspection

A For the 2002 calendar year, or tax year period beginning JUL 1, 2002 and ending JUN 30, 2003

B Check if applicable: ☐ Address change ☐ Name change ☐ Initial return ☐ Final return ☐ Amended return ☐ Application pending

Please use IRS label or print or type. See Specific Instructions.

C Name of organization
Fayette Senior Services, Inc.

Number and street (or P.O. box if mail is not delivered to street address) | Room/suite
390 Lee Street

City or town, state or country, and ZIP + 4
Fayetteville, GA 30214

D Employer identification number
58-1364158

E Telephone number
(770) 461-0813

F Accounting method: ☐ Cash ☒ Accrual ☐ Other (specify) ▶

● Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).

H and I are not applicable to section 527 organizations.
H(a) Is this a group return for affiliates? ☐ Yes ☒ No
H(b) If "Yes," enter number of affiliates ▶
H(c) Are all affiliates included? N/A ☐ Yes ☐ No (If "No," attach a list.)
H(d) Is this a separate return filed by an organization covered by a group ruling? ☐ Yes ☒ No

G Web site: ▶www.fayss.org

J Organization type (check only one) ▶ ☒ 501(c) (3) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

K Check here ▶ ☐ if the organization's gross receipts are normally not more than $25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. Some states require a complete return.

I Enter 4-digit GEN ▶

M Check ▶ ☐ if the organization is **not** required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶ 564,024.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances

Revenue	1	Contributions, gifts, grants, and similar amounts received:			
	a	Direct public support	1a 37,546.		
	b	Indirect public support	1b 56,409.		
	c	Government contributions (grants)	1c 388,738.		
	d	Total (add lines 1a through 1c) (cash $ 482,693. noncash $)		1d	482,693.
	2	Program service revenue including government fees and contracts (from Part VII, line 93)		2	45,559.
	3	Membership dues and assessments		3	
	4	Interest on savings and temporary cash investments		4	16,920.
	5	Dividends and interest from securities		5	
	6 a	Gross rents	6a		
	b	Less: rental expenses	6b		
	c	Net rental income or (loss) (subtract line 6b from line 6a)		6c	
	7	Other investment income (describe ▶)		7	
	8 a	Gross amount from sale of assets other than inventory	8a (A) Securities: ; (B) Other:		
	b	Less: cost or other basis and sales expenses	8b		
	c	Gain or (loss) (attach schedule)	8c		
	d	Net gain or (loss) (combine line 8c, columns (A) and (B))		8d	
	9	Special events and activities (attach schedule)			
	a	Gross revenue (not including $ 0. of contributions reported on line 1a)	9a 18,852.		
	b	Less: direct expenses other than fundraising expenses	9b		
	c	Net income or (loss) from special events (subtract line 9b from line 9a) See Statement 2		9c	18,852.
	10 a	Gross sales of inventory, less returns and allowances	10a		
	b	Less: cost of goods sold	10b		
	c	Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)		10c	
	11	Other revenue (from Part VII, line 103)		11	
	12	Total revenue (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)		12	564,024.
Expenses	13	Program services (from line 44, column (B))		13	440,237.
	14	Management and general (from line 44, column (C))		14	48,917.
	15	Fundraising (from line 44, column (D))		15	5,635.
	16	Payments to affiliates (attach schedule)		16	
	17	Total expenses (add lines 16 and 44, column (A))		17	494,789.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 12)		18	69,235.
	19	Net assets or fund balances at beginning of year (from line 73, column (A))		19	1,054,085.
	20	Other changes in net assets or fund balances (attach explanation) See Statement 1		20	106,448.
	21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)		21	1,229,768.

01 2-03 LHA For Paperwork Reduction Act Notice, see the separate instructions. Form 990 (2002)

Part II Statement of Functional Expenses

All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others.

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 Grants and allocations (attach schedule) cash $ noncash $	22				
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25 Compensation of officers, directors, etc.	25	35,568.	27,388.	2,845.	5,335.
26 Other salaries and wages	26	153,169.	137,674.	15,495.	
27 Pension plan contributions	27				
28 Other employee benefits	28	<595.>	<535.>	<60.>	
29 Payroll taxes	29	14,151.	12,735.	1,416.	
30 Professional fundraising fees	30	300.			300.
31 Accounting fees	31	5,710.	5,139.	571.	
32 Legal fees	32				
33 Supplies	33	16,506.	14,855.	1,651.	
34 Telephone	34	4,400.	3,960.	440.	
35 Postage and shipping	35	2,291.	2,062.	229.	
36 Occupancy	36	17,464.	15,718.	1,746.	
37 Equipment rental and maintenance	37	2,676.	2,408.	268.	
38 Printing and publications	38	929.	836.	93.	
39 Travel	39	149.	134.	15.	
40 Conferences, conventions, and meetings	40				
41 Interest	41				
42 Depreciation, depletion, etc. (attach schedule)	42	12,027.	10,826.	1,201.	
43 Other expenses not covered above (itemize):					
a	43a				
b	43b				
c	43c				
d	43d				
e See Statement 3	43e	230,044.	207,037.	23,007.	
44 Total functional expenses (add lines 22 through 43). Organizations completing columns (B)-(D), carry these totals to lines 13-15	44	494,789.	440,237.	48,917.	5,635.

Joint Costs. Check ▶ [ ] if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ▶ [ ] Yes [X] No

If "Yes," enter (i) the aggregate amount of these joint costs $ ____ ; (ii) the amount allocated to Program services $ ____ ;
(iii) the amount allocated to Management and general $ ____ ; and (iv) the amount allocated to Fundraising $ ____

Part III Statement of Program Service Accomplishments

What is the organization's primary exempt purpose? ▶ See Statement 4

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

	Program Service Expenses (Required for 501(c)(3) and (4) orgs., and 4947(a)(1) trusts; but optional for others.)
a Elderly care services - Program provides information and referral services, congregate meals, home delivered meals, transportation, community care and in-home services for elderly persons in the community. (Grants and allocations $)	440,237.
b (Grants and allocations $)	
c (Grants and allocations $)	
d (Grants and allocations $)	
Other program services (attach schedule) (Grants and allocations $)	
Total of Program Service Expenses (should equal line 44, column (B), Program services) ▶	440,237.

Part IV Balance Sheets

Note: *Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.*			(A) Beginning of year		(B) End of year
Assets					
45 Cash - non-interest-bearing			196,398.	45	150,317.
46 Savings and temporary cash investments				46	
47 a Accounts receivable	47a	19,683.			
b Less: allowance for doubtful accounts	47b		40,095.	47c	19,683.
48 a Pledges receivable	48a	159,257.			
b Less: allowance for doubtful accounts	48b		194,691.	48c	159,257.
49 Grants receivable				49	
50 Receivables from officers, directors, trustees, and key employees				50	
51 a Other notes and loans receivable	51a				
b Less: allowance for doubtful accounts	51b			51c	
52 Inventories for sale or use				52	
53 Prepaid expenses and deferred charges				53	
54 Investments - securities Stmt 5 ▶ [ ] Cost [X] FMV			193,125.	54	633,810.
55 a Investments - land, buildings, and equipment: basis	55a				
b Less: accumulated depreciation	55b			55c	
56 Investments - other See Statement 6			247,747.	56	0.
57 a Land, buildings, and equipment: basis	57a	369,964.			
b Less: accumulated depreciation	57b	94,490.	192,763.	57c	275,474.
58 Other assets (describe ▶)				58	
59 **Total assets** (add lines 45 through 58) (must equal line 74)			1,064,819.	59	1,238,541.
Liabilities					
60 Accounts payable and accrued expenses			10,734.	60	8,773.
61 Grants payable				61	
62 Deferred revenue				62	
63 Loans from officers, directors, trustees, and key employees				63	
64 a Tax-exempt bond liabilities				64a	
b Mortgages and other notes payable				64b	
65 Other liabilities (describe ▶)				65	
66 **Total liabilities** (add lines 60 through 65)			10,734.	66	8,773.
Net Assets or Fund Balances					
Organizations that follow SFAS 117, check here ▶ [X] and complete lines 67 through 69 and lines 73 and 74.					
67 Unrestricted			352,828.	67	523,534.
68 Temporarily restricted			701,257.	68	706,234.
69 Permanently restricted				69	
Organizations that do not follow SFAS 117, check here ▶ [ ] and complete lines 70 through 74.					
70 Capital stock, trust principal, or current funds				70	
71 Paid-in or capital surplus, or land, building, and equipment fund				71	
72 Retained earnings, endowment, accumulated income, or other funds				72	
73 **Total net assets or fund balances** (add lines 67 through 69 or lines 70 through 72; column (A) must equal line 19; column (B) must equal line 21)			1,054,085.	73	1,229,768.
74 **Total liabilities and net assets / fund balances** (add lines 66 and 73)			1,064,819.	74	1,238,541.

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public ceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate fully describes, in Part III, the organization's programs and accomplishments.

Part IV-A Reconciliation of Revenue per Audited Financial Statements with Revenue per Return

a Total revenue, gains, and other support per audited financial statements	a	587,734.
b Amounts included on line a but not on line 12, Form 990:		
(1) Net unrealized gains on investments $ 11,710.		
(2) Donated services and use of facilities $ 12,000.		
(3) Recoveries of prior year grants $		
(4) Other (specify): $		
Add amounts on lines (1) through (4)	b	23,710.
c Line a minus line b	c	564,024.
d Amounts included on line 12, Form 990 but not on line a:		
(1) Investment expenses not included on line 6b, Form 990 $		
(2) Other (specify): $		
Add amounts on lines (1) and (2)	d	0.
e Total revenue per line 12, Form 990 (line c plus line d)	e	564,024.

Part IV-B Reconciliation of Expenses per Audited Financial Statements with Expenses per Return

a Total expenses and losses per audited financial statements	a	506,789.
b Amounts included on line a but not on line 17, Form 990:		
(1) Donated services and use of facilities $ 12,000.		
(2) Prior year adjustments reported on line 20, Form 990 $		
(3) Losses reported on line 20, Form 990 $		
(4) Other (specify): $		
Add amounts on lines (1) through (4)	b	12,000.
c Line a minus line b	c	494,789.
d Amounts included on line 17, Form 990 but not on line a:		
(1) Investment expenses not included on line 6b, Form 990 $		
(2) Other (specify): $		
Add amounts on lines (1) and (2)	d	0.
e Total expenses per line 17, Form 990 (line c plus line d)	e	494,789.

Part V List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated.)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred compensation	(E) Expense account and other allowances
Andy Carden 390 Lee Street Fayetteville, GA 30214	Executive Director 40	35,568.	0.	0.
See attached list of Board of Dir.s		0.	0.	0.

Did any officer, director, trustee, or key employee receive aggregate compensation of more than $100,000 from your organization and all related organizations, of which more than $10,000 was provided by the related organizations? If "Yes," attach schedule. ▶ ☐ Yes ☒ No

Part VI Other Information

			Yes	No
76	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity	76		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.	77		X
78 a	Did the organization have unrelated business gross income of $1,000 or more during the year covered by this return?	78a		X
b	If "Yes," has it filed a tax return on Form 990-T for this year? N/A	78b		
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	79		X
80 a	Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	80a		X
b	If "Yes," enter the name of the organization ▶ ________ and check whether it is ☐ exempt or ☐ nonexempt.			
81 a	Enter direct or indirect political expenditures. See line 81 instructions — 81a: 0.			
b	Did the organization file Form 1120-POL for this year?	81b		X
82 a	Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a	X	
b	If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.) — 82b: 12,000.			
83 a	Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X	
b	Did the organization comply with the disclosure requirements relating to quid pro quo contributions? N/A	83b		
84 a	Did the organization solicit any contributions or gifts that were not tax deductible?	84a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible? N/A	84b		
85	*501(c)(4), (5), or (6) organizations.* a Were substantially all dues nondeductible by members? N/A	85a		
b	Did the organization make only in-house lobbying expenditures of $2,000 or less? N/A	85b		

If "Yes" was answered to either 85a or 85b, **do not** complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.

c	Dues, assessments, and similar amounts from members	85c	N/A
d	Section 162(e) lobbying and political expenditures	85d	N/A
e	Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices	85e	N/A
f	Taxable amount of lobbying and political expenditures (line 85d less 85e)	85f	N/A

			Yes	No
g	Does the organization elect to pay the section 6033(e) tax on the amount on line 85f? N/A	85g		
h	If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year? N/A	85h		

86	*501(c)(7) organizations.* Enter: a Initiation fees and capital contributions included on line 12	86a	N/A
b	Gross receipts, included on line 12, for public use of club facilities	86b	N/A
87	*501(c)(12) organizations.* Enter: a Gross income from members or shareholders	87a	N/A
b	Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.)	87b	N/A

			Yes	No
88	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX	88		X

89 a *501(c)(3) organizations.* Enter: Amount of tax imposed on the organization during the year under: section 4911 ▶ 0. ; section 4912 ▶ 0. ; section 4955 ▶ 0.

			Yes	No
b	*501(c)(3) and 501(c)(4) organizations.* Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction	89b		X

c Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶ 0.

d Enter: Amount of tax on line 89c, above, reimbursed by the organization ▶ 0.

90 a List the states with which a copy of this return is filed ▶ Georgia

b Number of employees employed in the pay period that includes March 12, 2002 — 90b: 21

91 The books are in care of ▶ Andy Carden Telephone no. ▶ 770-461-0813

Located at ▶ 390 Lee Street Fayetteville, GA ZIP + 4 ▶ 30214

92 *Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of* Form 1041 - Check here ▶ ☐

and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 92 N/A

Part VII Analysis of Income-Producing Activities (See page 31 of the instructions.)

Note: *Enter gross amounts unless otherwise indicated.*	Unrelated business income		Excluded by section 512, 513, or 514		
	(A) Business code	(B) Amount	(C) Exclusion code	(D) Amount	(E) Related or exempt function income
93 Program service revenue:					
a Transportation					4,233.
b Center Meals					18,603.
c Home Delivered Meals					18,729.
d Respite Care					3,994.
e MISC					
f Medicare/Medicaid payments					
g Fees and contracts from government agencies					
94 Membership dues and assessments					
95 Interest on savings and temporary cash investments			14	16,920.	
96 Dividends and interest from securities					
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					
101 Net income or (loss) from special events					18,852.
102 Gross profit or (loss) from sales of inventory					
103 Other revenue:					
a					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))		0.		16,920.	64,411.
105 Total (add line 104, columns (B), (D), and (E)) ▶					81,331.

Note: *Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.*

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See page 32 of the instructions.)

Line No. ▼	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93	All activities are directly related to the organization's exempt
101	purpose, which is providing programs to improve the quality of life
	for older residents of Fayette County including those who may be
	handicapped.

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See page 32 of the instructions.)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership interest	(C) Nature of activities	(D) Total income	(E) End-of-year assets
	%			
N/A	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See page 33 of the instructions.)

(a) Did the organization, during the year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes [X] No

(b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes [X] No

Note: *If "Yes" to (b), file Form 8870 and Form 4720 (see instructions).*

Please Sign Here — Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

▶ [signature] Signature of officer — Date 3/24/04 ▶ Andy Carden, Executive Directo — Type or print name and title

Paid Preparer's Use Only — Preparer's signature ▶ John C. Call — Date 3/18/04 — Check if self-employed ▶ ☐ — Preparer's SSN or PTIN

Firm's name (or yours if self-employed), address, and ZIP + 4 ▶ BKR Metcalf Davis CPAs, 3340 Peachtree Road, NE, Suite 2600, Atlanta, Georgia 30326 — EIN ▶ — Phone no. ▶

161
2-03

Form 990 (2002)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Organization Exempt Under Section 501(c)(3)

(Except Private Foundation) and Section 501(e), 501(f), 501(k), 501(n), or Section 4947(a)(1) Nonexempt Charitable Trust

Supplementary Information-(See separate instructions.)

▶ MUST be completed by the above organizations and attached to their Form 990 or 990-EZ

OMB No. 1545-0047

2002

Name of the organization: Fayette Senior Services, Inc.

Employer identification number: 58 1364158

Part I Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees

(See page 1 of the instructions. List each one. If there are none, enter "None.")

(a) Name and address of each employee paid more than $50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowances
None				
Total number of other employees paid over $50,000 ▶	0			

Part II Compensation of the Five Highest Paid Independent Contractors for Professional Services

(See page 2 of the instructions. List each one (whether individuals or firms). If there are none, enter "None.")

(a) Name and address of each independent contractor paid more than $50,000	(b) Type of service	(c) Compensation
None		
[To]tal number of others receiving over [$5]0,000 for professional services ▶	0	

Part III Statements About Activities (See page 2 of the instructions.)

		Yes	No
1 During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities ▶ $ ______ $ ______ (Must equal amounts on line 38, Part VI-A, or line i of Part VI-B.)	1		X
Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes," must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities.			
2 During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any substantial contributors, trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary? *(If the answer to any question is "Yes," attach a detailed statement explaining the transactions.)*			
a Sale, exchange, or leasing of property?	2a		X
b Lending of money or other extension of credit?	2b		X
c Furnishing of goods, services, or facilities?	2c		X
d Payment of compensation (or payment or reimbursement of expenses if more than $1,000)?	2d		X
e Transfer of any part of its income or assets?	2e		X
3 Does the organization make grants for scholarships, fellowships, student loans, etc.? (See Note below.)	3		X
4 Do you have a section 403(b) annuity plan for your employees?	4		X

Note: *Attach a statement to explain how the organization determines that individuals or organizations receiving grants or loans from it in furtherance of its charitable programs "qualify" to receive payments.*

Part IV Reason for Non-Private Foundation Status (See pages 3 through 5 of the instructions.)

The organization is not a private foundation because it is: (Please check only **ONE** applicable box.)

5 ☐ A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).

6 ☐ A school. Section 170(b)(1)(A)(ii). (Also complete Part V.)

7 ☐ A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).

8 ☐ A Federal, state, or local government or governmental unit. Section 170(b)(1)(A)(v).

9 ☐ A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(iii). **Enter the hospital's name, city, and state** ▶ ______

10 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(iv). (Also complete the **Support Schedule** in Part IV-A.)

11a ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)

11b ☐ A community trust. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)

12 ☐ An organization that normally receives: **(1) more than 33 1/3%** of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions - subject to certain exceptions, and **(2) no more than 33 1/3%** of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the **Support Schedule** in Part IV-A.)

13 ☐ An organization that is not controlled by any disqualified persons (other than foundation managers) and supports organizations described in: **(1)** lines 5 through 12 above; or **(2)** section 501(c)(4), (5), or (6), if they meet the test of section 509(a)(2). (See section 509(a)(3).)

Provide the following information about the supported organizations. (See page 5 of the instructions.)

(a) Name(s) of supported organization(s)	(b) Line number from above

14 ☐ An organization organized and operated to test for public safety. Section 509(a)(4). (See page 5 of the instructions.)

Part IV-A Support Schedule (Complete only if you checked a box on line 10, 11, or 12.) **Use cash method of accounting.**
Note: *You may use the worksheet in the instructions for converting from the accrual to the cash method of accounting.*

Calendar year (or fiscal year beginning in) ▶	(a) 2001	(b) 2000	(c) 1999	(d) 1998	(e) Total
15 Gifts, grants, and contributions received. (Do not include unusual grants. See line 28.)	785,217.	707,593.	440,884.	353,911.	2,287,605.
16 Membership fees received					
17 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to the organization's charitable, etc., purpose	51,005.	42,525.	49,089.	81,724.	224,343.
18 Gross income from interest, dividends, amounts received from payments on securities loans (section 512(a)(5)), rents, royalties, and unrelated business taxable income (less section 511 taxes) from businesses acquired by the organization after June 30, 1975	23,135.	11,837.	8,875.	7,720.	51,567.
19 Net income from unrelated business activities not included in line 18					
20 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf					
21 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge					
22 Other income. Attach a schedule. Do not include gain or (loss) from sale of capital assets	19,353.	23,171.	See Statement 7 34,331.	17,249.	94,104.
23 Total of lines 15 through 22	878,710.	785,126.	533,179.	460,604.	2,657,619.
24 Line 23 minus line 17	827,705.	742,601.	484,090.	378,880.	2,433,276.
25 Enter 1% of line 23	8,787.	7,851.	5,332.	4,606.	

26 **Organizations described on lines 10 or 11:** a Enter 2% of amount in column (e), line 24 ▶ 26a 48,666.

b Prepare a list for your records to show the name of and amount contributed by each person (other than a governmental unit or publicly supported organization) whose total gifts for 1998 through 2001 exceeded the amount shown in line 26a. **Do not file this list with your return.** Enter the sum of all these excess amounts ▶ 26b 0.

c Total support for section 509(a)(1) test: Enter line 24, column (e) ▶ 26c 2,433,276.

d Add: Amounts from column (e) for lines: 18 51,567. 19 ______ 22 94,104. 26b ______ ▶ 26d 145,671.

e Public support (line 26c minus line 26d total) ▶ 26e 2,287,605.

f **Public support percentage (line 26e (numerator) divided by line 26c (denominator))** ▶ 26f 94.0134 %

27 **Organizations described on line 12:** a For amounts included in lines 15, 16, and 17 that were received from a "disqualified person," prepare a list for your records to show the name of, and total amounts received in each year from, each "disqualified person." **Do not file this list with your return.** Enter the sum of such amounts for each year: N/A

(2001) ______ (2000) ______ (1999) ______ (1998) ______

b For any amount included in line 17 that was received from each person (other than "disqualified persons"), prepare a list for your records to show the name of, and amount received for each year, that was more than the **larger** of **(1)** the amount on line 25 for the year or **(2)** $5,000. (Include in the list organizations described in lines 5 through 11, as well as individuals.) **Do not file this list with your return.** After computing the difference between the amount received and the larger amount described in **(1)** or **(2)**, enter the sum of these differences (the excess amounts) for each year: N/A

(2001) ______ (2000) ______ (1999) ______ (1998) ______

c Add: Amounts from column (e) for lines: 15 ______ 16 ______ 17 ______ 20 ______ 21 ______ ▶ 27c N/A

d Add: Line 27a total ______ and line 27b total ______ ▶ 27d N/A

e Public support (line 27c total minus line 27d total) ▶ 27e N/A

f Total support for section 509(a)(2) test: Enter amount on line 23, column (e) ▶ 27f N/A

g **Public support percentage (line 27e (numerator) divided by line 27f (denominator))** ▶ 27g N/A %

h **Investment income percentage (line 18, column (e) (numerator) divided by line 27f (denominator))** ▶ 27h N/A %

Unusual Grants: For an organization described in line 10, 11, or 12 that received any unusual grants during 1998 through 2001, prepare a list for your records to show, for each year, the name of the contributor, the date and amount of the grant, and a brief description of the nature of the grant. **Do not file this list with your return.** Do not include these grants in line 15.

None

Part V Private School Questionnaire (See page 7 of the instructions.) N/A
(To be completed ONLY by schools that checked the box on line 6 in Part IV)

			Yes	No
29	Does the organization have a racially nondiscriminatory policy toward students by statement in its charter, bylaws, other governing instrument, or in a resolution of its governing body?	29		
30	Does the organization include a statement of its racially nondiscriminatory policy toward students in all its brochures, catalogues, and other written communications with the public dealing with student admissions, programs, and scholarships?	30		
31	Has the organization publicized its racially nondiscriminatory policy through newspaper or broadcast media during the period of solicitation for students, or during the registration period if it has no solicitation program, in a way that makes the policy known to all parts of the general community it serves?	31		
	If "Yes," please describe; if "No," please explain. (If you need more space, attach a separate statement.)			
32	Does the organization maintain the following:			
a	Records indicating the racial composition of the student body, faculty, and administrative staff?	32a		
b	Records documenting that scholarships and other financial assistance are awarded on a racially nondiscriminatory basis?	32b		
c	Copies of all catalogues, brochures, announcements, and other written communications to the public dealing with student admissions, programs, and scholarships?	32c		
d	Copies of all material used by the organization or on its behalf to solicit contributions?	32d		
	If you answered "No" to any of the above, please explain. (If you need more space, attach a separate statement.)			
33	Does the organization discriminate by race in any way with respect to:			
a	Students' rights or privileges?	33a		
b	Admissions policies?	33b		
c	Employment of faculty or administrative staff?	33c		
d	Scholarships or other financial assistance?	33d		
e	Educational policies?	33e		
f	Use of facilities?	33f		
g	Athletic programs?	33g		
h	Other extracurricular activities?	33h		
	If you answered "Yes" to any of the above, please explain. (If you need more space, attach a separate statement.)			
34 a	Does the organization receive any financial aid or assistance from a governmental agency?	34a		
b	Has the organization's right to such aid ever been revoked or suspended?	34b		
	If you answered "Yes" to either 34a or b, please explain using an attached statement.			
35	Does the organization certify that it has complied with the applicable requirements of sections 4.01 through 4.05 of Rev. Proc. 75-50, 1975-2 C.B. 587, covering racial nondiscrimination? If "No," attach an explanation	35		

N/A

Part VI-A Lobbying Expenditures by Electing Public Charities (See page 9 of the instructions.)

(To be completed ONLY by an eligible organization that filed Form 5768)

Check ▶ a [ ] if the organization belongs to an affiliated group. Check ▶ b [ ] if you checked "a" and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)		(a) Affiliated group totals	(b) To be completed for ALL electing organizations
		N/A	
36 Total lobbying expenditures to influence public opinion (grassroots lobbying)	36		
37 Total lobbying expenditures to influence a legislative body (direct lobbying)	37		
38 Total lobbying expenditures (add lines 36 and 37)	38		
39 Other exempt purpose expenditures	39		
40 Total exempt purpose expenditures (add lines 38 and 39)	40		
41 Lobbying nontaxable amount. Enter the amount from the following table -			
If the amount on line 40 is - / The lobbying nontaxable amount is -			
Not over $500,000 — 20% of the amount on line 40			
Over $500,000 but not over $1,000,000 — $100,000 plus 15% of the excess over $500,000			
Over $1,000,000 but not over $1,500,000 — $175,000 plus 10% of the excess over $1,000,000	41		
Over $1,500,000 but not over $17,000,000 — $225,000 plus 5% of the excess over $1,500,000			
Over $17,000,000 — $1,000,000			
42 Grassroots nontaxable amount (enter 25% of line 41)	42		
43 Subtract line 42 from line 36. Enter -0- if line 42 is more than line 36	43		
44 Subtract line 41 from line 38. Enter -0- if line 41 is more than line 38	44		

Caution: *If there is an amount on either line 43 or line 44, you must file Form 4720.*

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See the instructions for lines 45 through 50 on page 11 of the instructions.)

N/A

	Lobbying Expenditures During 4-Year Averaging Period				
Calendar year (or fiscal year beginning in) ▶	(a) 2002	(b) 2001	(c) 2000	(d) 1999	(e) Total
45 Lobbying nontaxable amount					0.
46 Lobbying ceiling amount (150% of line 45(e))					0.
47 Total lobbying expenditures					0.
48 Grassroots nontaxable amount					0.
49 Grassroots ceiling amount (150% of line 48(e))					0.
50 Grassroots lobbying expenditures					0.

Part VI-B Lobbying Activity by Nonelecting Public Charities

(For reporting only by organizations that did not complete Part VI-A) (See page 11 of the instructions.)

N/A

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:	Yes	No	Amount
a Volunteers			
b Paid staff or management (Include compensation in expenses reported on lines c through h.)			
c Media advertisements			
d Mailings to members, legislators, or the public			
e Publications, or published or broadcast statements			
f Grants to other organizations for lobbying purposes			
g Direct contact with legislators, their staffs, government officials, or a legislative body			
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means			
i Total lobbying expenditures (Add lines c through h.)			0.

If "Yes" to any of the above, also attach a statement giving a detailed description of the lobbying activities.

Part VII Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations (See page 12 of the instructions.)

51 Did the reporting organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?

		Yes	No
a Transfers from the reporting organization to a noncharitable exempt organization of:			
(i) Cash	51a(i)		X
(ii) Other assets	a(ii)		X
b Other transactions:			
(i) Sales or exchanges of assets with a noncharitable exempt organization	b(i)		X
(ii) Purchases of assets from a noncharitable exempt organization	b(ii)		X
(iii) Rental of facilities, equipment, or other assets	b(iii)		X
(iv) Reimbursement arrangements	b(iv)		X
(v) Loans or loan guarantees	b(v)		X
(vi) Performance of services or membership or fundraising solicitations	b(vi)		X
c Sharing of facilities, equipment, mailing lists, other assets, or paid employees	c		X

d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting organization. If the organization received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received: N/A

(a) Line no.	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, and sharing arrangements

52 a Is the organization directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527? ▶ ☐ Yes ☒ No

b If "Yes," complete the following schedule: N/A

(a) Name of organization	(b) Type of organization	(c) Description of relationship

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Supplementary Information for line 1 of Form 990, 990-EZ, and 990-PF (see instructions)

OMB No. 1545-0047

2002

Name of organization

Fayette Senior Services, Inc.

Employer identification number

58-1364158

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	[X] 501(c)(3) (enter number) organization
	[ ] 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	[ ] 527 political organization
Form 990-PF	[ ] 501(c)(3) exempt private foundation
	[ ] 4947(a)(1) nonexempt charitable trust treated as a private foundation
	[ ] 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.** (**Note:** *Only a section 501(c)(7), (8), or (10) organization can check box(es) for both the General Rule and a Special Rule-see instructions.)*

General Rule-

[ ] For organizations filing Form 990, 990-EZ, or 990-PF that received, during the year, $5,000 or more (in money or property) from any one contributor. (Complete Parts I and II.)

Special Rules-

[X] For a section 501(c)(3) organization filing Form 990, or Form 990-EZ, that met the 33 1/3% support test of the regulations under sections 509(a)(1)/170(b)(1)(A)(vi) and received from any one contributor, during the year, a contribution of the greater of $5,000 or 2% of the amount on line 1 of these forms. (Complete Parts I and II.)

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year, aggregate contributions or bequests of more than $1,000 for use *exclusively* for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. (Complete Parts I, II, and III.)

[ ] For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year, some contributions for use *exclusively* for religious, charitable, etc., purposes, but these contributions did not aggregate to more than $1,000. (If this box is checked, enter here the total contributions that were received during the year for an *exclusively* religious, charitable, etc., purpose. Do not complete any of the Parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of $5,000 or more during the year.) .... ▶ $ ________________

aution: *Organizations that are not covered by the General Rule and/or the Special Rules do not file Schedule B (Form 990, 990-EZ, or 990-PF), but* **ey must** *check the box in the heading of their Form 990, Form 990-EZ, or on line 1 of their Form 990-PF, to certify that they do not meet the filing equirements of Schedule B (Form 990, 990-EZ, or 990-PF).*

Name of organization: Fayette Senior Services, Inc.

Employer identification number: 58-1364158

Part I **Contributors** (See Specific Instructions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	H.R. HELTON	$ 15,056.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)

Name of organization

Fayette Senior Services, Inc.

Employer identification number

58-1364158

Part I **Contributors** (See Specific Instructions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	H.R. HELTON	$ 15,056.	Person [X] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)
		$	Person [ ] Payroll [ ] Noncash [ ] (Complete Part II if there is a noncash contribution.)

›rm 990	Other Changes in Net Assets or Fund Balances	Statement 1

scription	Amount
realized Gain/Loss	11,710.
IOR PERIOD ADJUSTMENT	94,738.
tal to Form 990, Part I, line 20	106,448.

:m 990	Special Events and Activities	Statement 2

;cription of Event	Gross Receipts	Contribut. Included	Gross Revenue	Direct Expenses	Net Income
intry Concert - .draising concert with ious local bands.	8,308.		8,308.		8,308.
ject Love - draising event during iday season.	10,084.		10,084.		10,084.
er events - Various er minor special nts	460.		460.		460.
?m 990, Part I, line 9	18,852.		18,852.		18,852.

ı 990	Other Expenses	Statement 3

ription	(A) Total	(B) Program Services	(C) Management and General	(D) Fundraising
ract expense	81,546.	73,391.	8,155.	
essional fees	2,424.	2,182.	242.	
and :criptions	1,559.	1,403.	156.	
3	122,944.	110,650.	12,294.	
f training	2,506.	2,255.	251.	
:ance	17,667.	15,900.	1,767.	
)ebt Expense	<500.>	<450.>	<50.>	
:LLANEOUS ISE	1,898.	1,706.	192.	
to Fm 990, ln 43	230,044.	207,037.	23,007.	

orm 990 Statement of Organization's Primary Exempt Purpose Part III Statement 4

xplanation

) help maintain the dignity, self-respect and independent living for
ıyette residents age 60 and over.

rm 990 Non-Government Securities Statement 5

curity Description	Corporate Stocks	Corporate Bonds	Other Publicly Traded Securities	Other Securities	Total Non-Gov't Securities
nmon Stock	35,132.				35,132.
rporate Bonds		598,678.			598,678.
990, ln 54 Col B	35,132.	598,678.			633,810.

m 990 Other Investments Statement 6

cription	Valuation Method	Amount
tificates of Deposit (> 3 mths maturity)	Market Value	0.
al to Form 990, Part IV, line 56, Column B		0.

edule A Other Income Statement 7

ription	2001 Amount	2000 Amount	1999 Amount	1998 Amount
ial events	19,353.	23,171.	34,331.	13,337.
r income	0.	0.	0.	3,912.
l to Schedule A, line 22	19,353.	23,171.	34,331.	17,249.

- If you are filing for an **Additional (not automatic) 3-Month Extension, complete only Part II** and check this box ▶ [X]

Note: Only complete Part II if you have already been granted an automatic 3-month extension on a previously filed Form 8868.

- If you are filing for an **Automatic 3-Month Extension**, complete only Part I (on page 1).

Part II Additional (not automatic) 3-Month Extension of Time - Must file Original and One Copy.

Type or print.	Name of Exempt Organization Fayette Senior Services, Inc.	Employer identification number 58-1364158
File by the extended due date for filing the return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 390 Lee Street	For IRS use only
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Fayetteville, GA 30214	

Check type of return to be filed (File a separate application for each return):

[X] Form 990 [ ] Form 990-EZ [ ] Form 990-T (sec. 401(a) or 408(a) trust) [ ] Form 1041-A [ ] Form 5227 [ ] Form 8870
[ ] Form 990-BL [ ] Form 990-PF [ ] Form 990-T (trust other than above) [ ] Form 4720 [ ] Form 6069

STOP: Do not complete Part II if you were not already granted an automatic 3-month extension on a previously filed Form 8868.

- If the organization does not have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a **Group Return**, enter the organization's four digit Group Exemption Number (GEN) ________. If this is for the **whole** group, check this box ▶ [ ]. If it is for **part** of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension is for.

4 I request an additional 3-month extension of time until May 17, 2004.

5 For calendar year ______, or other tax year beginning JUL 1, 2002 and ending JUN 30, 2003.

6 If this tax year is for less than 12 months, check reason: [ ] Initial return [ ] Final return [ ] Change in accounting period

7 State in detail why you need the extension

8a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions $

b If this application is for Form 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit and any amount paid previously with Form 8868 $

c **Balance Due.** Subtract line 8b from line 8a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions $ N/A

Signature and Verification

Under penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete, and that I am authorized to prepare this form.

Signature ▶ John C. Call Title ▶ CPA - Agent Date ▶ 2/13/04

Notice to Applicant - To Be Completed by the IRS

[ ] We have approved this application. Please attach this form to the organization's return.

[ ] We have not approved this application. However, we have granted a 10-day grace period from the later of the date shown below or the due date of the organization's return (including any prior extensions). This grace period is considered to be a valid extension of time for elections otherwise required to be made on a timely return. Please attach this form to the organization's return.

[ ] We have not approved this application. After considering the reasons stated in item 7, we cannot grant your request for an extension of time to file. We are not granting the 10-day grace period.

[ ] We cannot consider this application because it was filed after the due date of the return for which an extension was requested.

[ ] Other

Director By: Date

Alternate Mailing Address - Enter the address if you want the copy of this application for an additional 3-month extension returned to an address different than the one entered above.

Type or print	Name
	Number and street (include suite, room, or apt. no.) Or a P.O. box number
	City or town, province or state, and country (including postal or ZIP code)

8868 12-02

Form **8868**
(December 2000)
Department of the Treasury
Internal Revenue Service

Application for Extension of Time To File an Exempt Organization Return

▶ File a separate application for each return.

OMB No. 1545-1709

- If you are filing for an **Automatic 3-Month Extension, complete only Part I** and check this box ▶ [X]
- If you are filing for an **Additional (not automatic) 3-Month Extension, complete only Part II** (on page 2 of this form).

Note: Do not complete Part II unless you have already been granted an automatic 3-month extension on a previously filed Form 8868.

Part I **Automatic 3-Month Extension of Time** - Only submit original (no copies needed)

Note: Form 990-T corporations *requesting an automatic 6-month extension - check this box and complete Part I only* ▶ [ ]

All other corporations (including Form 990-C filers) must use Form 7004 to request an extension of time to file income tax returns. Partnerships, REMICs and trusts must use Form 8736 to request an extension of time to file Form 1065, 1066, or 1041.

Type or print		
	Name of Exempt Organization Fayette Senior Services, Inc.	**Employer identification number** 58-1364158
File by the due date for filing your return. See instructions.	Number, street, and room or suite no. If a P.O. box, see instructions. 390 Lee Street	
	City, town or post office, state, and ZIP code. For a foreign address, see instructions. Fayetteville, GA 30214	

Check type of return to be filed (file a separate application for each return):

- [X] Form 990
- [ ] Form 990-BL
- [ ] Form 990-EZ
- [ ] Form 990-PF
- [ ] Form 990-T (corporation)
- [ ] Form 990-T (sec. 401(a) or 408(a) trust)
- [ ] Form 990-T (trust other than above)
- [ ] Form 1041-A
- [ ] Form 4720
- [ ] Form 5227
- [ ] Form 6069
- [ ] Form 8870

- If the organization does **not** have an office or place of business in the United States, check this box ▶ [ ]
- If this is for a **Group Return**, enter the organization's four digit Group Exemption Number (GEN) ________ . If this is for the **whole group**, check this box ▶ [ ] . If it is for part of the group, check this box ▶ [ ] and attach a list with the names and EINs of all members the extension will cover.

1 I request an automatic 3-month (6-month, for **990-T corporation**) extension of time until February 15, 2004 .
to file the exempt organization return for the organization named above. The extension is for the organization's return for:
▶ [ ] calendar year ______ or
▶ [X] tax year beginning JUL 1, 2002 , and ending JUN 30, 2003 .

2 If this tax year is for less than 12 months, check reason: [ ] Initial return [ ] Final return [ ] Change in accounting period

3a If this application is for Form 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions $ ______

b If this application is for Form 990-PF or 990-T, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit $ ______

c **Balance Due.** Subtract line 3b from line 3a. Include your payment with this form, or, if required, deposit with FTD coupon or, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions $ N/A

Signature and Verification

ıder penalties of perjury, I declare that I have examined this form, including accompanying schedules and statements, and to the best of my knowledge and belief, s true, correct, and complete, and that I am authorized to prepare this form.

ınature ▶ John C. Call Title ▶ CPA - Agent Date ▶ 11/13/03

A For Paperwork Reduction Act Notice, see instruction

131
1-02

Fayette Senior Services, Inc
EIN: 58-1364158

BOARD OF DIRECTORS
6/30/2003

Dr. Gloria Alibaruho, Ph. D.
125 Silver Springs Drive
Fayetteville, GA 30214

Ms. Sharon Cummings
330 Tillman Road
Fayetteville, GA 30214

Ms. Tina DeCotis
185 Ridge Way
Fayetteville, GA 30215

Mr. Michael Faulkner
09 South Glynn Street
'ayetteville, GA 30214

Ms. Elaine Gaillard
441 Prime Point
Peachtree City, GA 30269

Mr. Wallace Kite
545 E Lanier Ave.
Fayetteville, GA 30214

Ar. Guy Lee, Ph.D.
65 Hampstead Manor
ayetteville, GA 30214

Fire Chief Stony Lohr
105 Peachtree Parkway, North
Peachtree City, GA 30269

Ms. Joan Neal
432 Forrest Ave.
Fayetteville, GA 30214

lr. Dick Pearson
35 Horseshoe Circle
ayetteville, GA 30215

CAPT (Ret) Edwyn Pyron
130 Youngs Circle
Fayetteville, GA 30215

Ms. Frances Reeves
1640 Hwy 92 South
Fayetteville, GA 30215

s. Kay Roberts
'5 N. Jeff Davis Drive
yetteville, GA 30214

Ms. Kathy Sams
715 Ponderosa Court
Fayetteville, GA 30214

Ms. Carol Smith
220 Stonehaven Drive
Fayetteville, GA 30215

s. Debbie Steele
10 Wedgewood Drive
yetteville, GA 30214

LTC (Ret) Jim Steinbach
609 Grecken Green
Peachtree City, GA 30269

Ms. Vicki Turner
165 Carnegie Place
Fayetteville, GA 30214

. Jim Watkins
3 Tivoli Garden Road
chtree City, GA 30269

Ms. Nathalie-Anne White
1294 Hwy 54 W
Fayetteville, GA 30214

Ms. Priscilla Woods
125 Victoria Dr.
Fayetteville, GA 30214

Fayette Senior Services, Inc.
Property, Plant & Equipment
Accumulated Depreciation
EIN: 58-1364158
Year Ending 6/30/2003

Property, Plant & Equipment	Balance 6/30/2002	Additions FYE 6/30/2003	Balance 6/30/2003
Equipment	105,566	94,716	200,282
Land	165,000		165,000
Capital lease	4,682	0	4,682
Totals	**275,248**	**94,716**	**369,964**

Accumulated Depreciation	Balance 6/30/2002	Additions FYE 6/30/2003	Balance 6/30/2003
Equipment	79,104	10,622	89,726
Capital lease	3,381	1,383	4,764
Totals	**82,485**	**12,005**	**94,490**

CAR 8-3 City Council Funding for Non-Profit Organizations in Fayette County CAR 8-3

OPR: City Hall
4/00 (Amended 5/04)

I. Purpose

The Purpose of this regulation is to establish a policy for consistent response to requests for donations on behalf of non-profit organizations, including public schools, in Fayette County.

II. Policy

While the City of Peachtree City has no financial responsibility to assist non-profit organizations, including public schools, with funding or providing labor, there have been requests in the past for this assistance, and it is anticipated that there may be requests in the future. In an effort to ensure consistency and fairness, the following guidelines have been established:

A. Council will budget no more than $25,000 annually for all non-profit funding.

B. The City would assume no liability for any project for which the City provides funding and/or labor.

C. Services provided to Peachtree City residents by a non-profit organization shall be addressed in a contract between the City of Peachtree City and the organization.

D. Non-Profit Organizations

1. Basic Needs

As a general rule, funding for non-profit organizations serving Fayette County should be provided by the Fayette County Commission to ensure that Peachtree City residents are not subject to double payment through their municipal and County taxes. However, Council reserves the right to make contributions to non-profit organizations that provide services that meet the basic needs (food, shelter, protection) of Peachtree City residents based upon the merit of the request. Requests for funding for non-profit organizations that provide basic needs shall not require matching funds but such requests shall be prorated based upon the total annual budget of the organization and the percentage of Peachtree City residents served by the organization in comparison to the total number of people they serve. The amount of funding provided shall be the lesser of the amount requested, the amount of the annual budget used to serve Peachtree City residents based on the percentage of Peachtree City residents served, or $7,500.00. The percentage of Peachtree City residents served will be based on the total number of residents and non-residents served for the 12-month period ending with the month prior to the month in which the request is made. These funds, once identified, will be budgeted for annually, upon written request by the organization that would be subject to prorated allocation as noted above.

2. General Needs

Should Council approve a funding request for an organization that provides for general needs (other than food, shelter and protection), a dollar for dollar match up to a limit of $5,000 in funding/labor may be provided as a match to any non-government funding provided to the organization. If the organization serves people other than Peachtree City residents, request shall be prorated based upon the percentage of Peachtree City residents served in comparison to the total population served. The amount of funding provided shall be the lesser of the actual amount requested, the amount of the annual budget used to serve Peachtree City residents based on the percentage of Peachtree City residents served, or $5,000.00. The percentage of Peachtree City residents served will be based on the total number of residents and non-residents served for the 12-month period ending with the month prior to the month in which the request is made. Requests from a non-profit organization in the General Needs category will be considered no more often than every five years.

3. Public Schools

   a. Each request for funding/labor will be considered by the Peachtree City Recreation Commission, who will forward a recommendation to the City Council for final decision.

   b. Council will evaluate each request and make a decision based on the merit of the request.

   c. No more than one request, per school, will be considered in any five consecutive year period.

   d. Only Fayette County public schools whose attendance boundaries include Peachtree City will be eligible for consideration.

   e. Requests for funding/labor must be for enhancements to playgrounds and playing fields only. Any playground/playing field for which the City makes a contribution must be made available for use by City residents when not being used by the school. A formal agreement with the School Board would be required.

   f. Should Council approve a funding request, a dollar for dollar match up to a limit of $5,000 in funding/labor may be provided as a match to any funding provided by the school or any school organization (i.e. booster club). All funding requests must be submitted by June 1.

E. All requests for funding must be made using the attached form. 501c3 non-profit organizations should include a copy of the previous calendar year form 990. Other non-profits should attach a copy of their current fiscal year budget.

F. The City Council will have final approval on all funding requests. All funding requests must be submitted by June 1 for consideration for funding in the next fiscal year budget.

APPROVED:
Mayor and Councilmembers

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Assistant City Manager

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

DATE: **December 29, 2004**

SUBJECT: **Request for Funding from Promise Place**
January 6, 2005 Council Agenda

Recommendation:

Consider approval of request from Promise Place (formerly Fayette County Council on Domestic Violence) for $7,500 in City funding.

Discussion:

Promise Place has submitted the attached request for $7,500 in funding assistance from the City of Peachtree City (attachment 1). As required in CAR 8-3, Promise Place has included with their request a copy of their latest completed Form 990 (attachment 2). The City has, for the past several years, provided $7,500 in annual funding to this non-profit organization and this amount has been included in the City's FY05 budget. Ms. Sonja Strickland, Executive Director, will be at the Council meeting to answer any questions you may have.

Budget Impact:

The budget impact to the City would be $7,500

Attachments

Funding Request
For Non-Profit Organizations

Organization Information:

Organization Name: Promise Place (formerly Fayette Co. Council on D.V.)

Address: P.O. Box 854 Fayetteville, GA 30214

Phone #: (770) 460-1604 Fax #: (770)-460-6591

Contact Person: Sonja Strickland

Title: Executive Director

Financial Information:

Total Annual Budget: $141,606.00

Total Clients Served Annually: 3,154; Direct Services-468, Prevention Svcs-2,686

Peachtree City Residents Served Annually: 1,443: Direct Svcs-112, Prevention-1,331

Funding Request Information:

Funding Amount Requested: $7,500.00

Funding Use(s): To Enhance Our Legal Advocacy Services to Clients including Assistance with Emergency Protective Orders

Additional Information on Organization/Services: We operate a transitional Housing Program for Women and their children, we provide 24 hour crisis services for domestic violence victims, womens support groups, Legal Advocacy services, and a food pantry. We have a teen dating violence prevention program that we present to all Fayette County 9th grade students each year and a speakers bureau that provides community awareness/prevention presentations. (see attached)

REQUIRED ATTACHMENTS: 501c3 non-profit organizations must provide a copy of the previous calendar year form 990. Other non-profits must provide a current fiscal year budget.

Date Submitted: ___________ ***Council Approval Date:*** ___________ ***Amount Approved:*** ___________

Promise Place

P.O. Box 854 • Fayetteville, GA 30214 • Telephone (770) 460-1604 • Fax (770) 460-6591

December 28, 2004

Ms. Jane S. Miller
Director of Administrative Services
151 Willowbend Rd.
Peachtree City, GA 30269

Dear Ms. Miller:

Promise Place (formerly known as Fayette County Council on Domestic Violence, Inc) wishes to take this opportunity to thank Peachtree City for its continued support of our organization. Last year Promise Place provided direct services to 468 individual clients (representing 541 children). Of those clients, 292 were Fayette County residents and 112 lived in Peachtree City. An additional 61 clients were from Fayette County residents but did not identify their city of residence. Seventy-two women attended our support group and we assisted 93 clients in obtaining emergency protective orders. Our Teen Dating Violence Prevention Program reached 1,667 high school students in Fayette County and our domestic violence awareness talks were presented to 1,019 community members.

The breakdown of our services by city is as follows:

Direct Services	No. of Clients	% of F.C.	% of Total
Brooks	6	2%	1%
Fairburn	7	2%	1%
Fayetteville/Unincorp.F.C.	156	53%	33%
Peachtree City	112	39%	24%
Tyrone	11	4%	3%
Unknown F.C.	61		13%
Out of County	115		25%

Prevention/Awareness Services	Participants	No. of PTC
Teen Dating Violence Prevention Program	1,667	987
Community Awareness Presentations	1,019	344

Additionally, we collaborate with the Peachtree City Police Department as well as the other law enforcement agencies in Fayette County to ensure that domestic violence victims are given our information at the time of a violent incident and that police officers are able to contact us for assistance. We believe that this is an important service because when we are able to assist DV victims in escaping violent homes, we help reduce the number of 911 calls to officers, alleviating their volume of calls and reducing the danger to them in responding to DV calls.

Promise Place

P.O. Box 854 • Fayetteville, GA 30214 • Telephone (770) 460-1604 • Fax (770) 460-6591

Because of your continuing support, Promise Place is making a difference in the lives of abused women and their children in Fayette County. To help continue this much needed service, we are requesting $7,500.00 from the FY 2005 Annual Budget's designated funds for nonprofit organizations. Our cost in this past fiscal year to provide direct services and prevention services was $44.92 per person. Your donation would help defray the $64,235.60 cost of providing direct and prevention services to Peachtree City residents.

We hope that the Peachtree City Council will continue to support us in our work and will grant our request for the amount of $7,500.00.

Sincerely,

Sonja Strickland

Sonja Strickland
Executive Director

COPY

Attachment 2

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except black lung benefit trust or private foundation)

▶ The organization may have to use a copy of this return to satisfy state reporting requirements.

OMB No. 1545-0047

2003

Open to Public Inspection

A For the 2003 calendar year, or tax year beginning JUL 01, 2003, and ending JUN 30, 2004

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return
- [ ] Amended return
- [ ] Application pending

Please use IRS label or print or type. See Specific Instructions.

C Name of organization, number and street, city, town, street, and ZIP code

FAYETTE CTY COUNCIL DOMESTIC VIOL.
PO BOX 854
FAYETTEVILLE GA 30214

D Employer identification number 58-1826445

E Telephone number 770-460-1604

F Acctg. method: [X] Cash [ ] Accrual [ ] Other (specify) ▶

● **Section 501(c)(3) organizations and 4947(a)(1) nonexempt charitable trusts must attach a completed Schedule A (Form 990 or 990-EZ).**

H and I are not applicable to section 527 organizations.

H(a) Is this a group return for affiliates? [ ] Yes [X] No

H(b) If "Yes," enter number of affiliates ▶

H(c) Are all affiliates included? (If "No," attach a list. See instructions.) [ ] Yes [ ] No

H(d) Is this a separate return filed by an organization covered by a group ruling? [ ] Yes [ ] No

I Group Exemption Number ▶

G Website: ▶

J Organization type (check only one) ▶ [X] 501(c)(3) ◀ (insert no.) [ ] 4947(a)(1) or [ ] 527

K Check here ▶ [ ] if the organization's gross receipts are normally not more than $25,000. The organization need not file a return with the IRS; but if the organization received a Form 990 Package in the mail, it should file a return without financial data. **Some states require a complete return.**

M Check ▶ [ ] if organization is **not** required to attach Sch. B (Form 990, 990-EZ, or 990-PF).

L Gross receipts: Add lines 6b, 8b, 9b, and 10b to line 12 ▶ 148,656.

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (See the instructions.)

Revenue	1	Contributions, gifts, grants, and similar amounts received:				
	a	Direct public support	1a	81,657.		
	b	Indirect public support	1b	3,466.		
	c	Government contributions (grants)	1c	31,083.		
	d	**Total** (add lines 1a through 1c) (cash $ 116,206. noncash $)			1d	116,206.
	2	Program service revenue including government fees and contracts (from Part VII, line 93)			2	14,993.
	3	Membership dues and assessments			3	
	4	Interest on savings and temporary cash investments			4	18.
	5	Dividends and interest from securities			5	300.
	6 a	Gross rents	6a			
	b	Less: rental expenses	6b			
	c	Net rental income or (loss) (subtract line 6b from line 6a)			6c	
	7	Other investment income (describe ▶)			7	
	8 a	Gross amount from sales of assets other than inventory — (A) Securities: ; (B) Other: 481.	8a			
	b	Less: cost or other basis & sales expenses	8b			
	c	Gain or (loss) (attach schedule) — (A) Securities: ; (B) Other: 481.	8c			
	d	Net gain or (loss) (combine line 8c, columns (A) and (B))			8d	481.
	9	Special events and activities (attach schedule). If any amount is from **gaming**, check here ▶ [ ]				
	a	Gross revenue (not including $ 81,657. of contributions reported on line 1a)	9a	16,658.		
	b	Less: direct expenses other than fundraising expenses	9b	5,984.		
	c	Net income or (loss) from special events (subtract line 9b from line 9a)			9c	10,674.
	10 a	Gross sales of inventory, less returns and allowances	10a			
	b	Less: cost of goods sold	10b			
	c	Gross profit or (loss) from sales of inventory (attach schedule) (subtract line 10b from line 10a)			10c	
	11	Other revenue (from Part VII, line 103)			11	
	12	**Total revenue** (add lines 1d, 2, 3, 4, 5, 6c, 7, 8d, 9c, 10c, and 11)			12	142,672.
Expenses	13	Program services (from line 44, column (B))			13	47,543.
	14	Management and general (from line 44, column (C))			14	113,889.
	15	Fundraising (from line 44, column (D))			15	
	16	Payments to affiliates (attach schedule)			16	
	17	**Total expenses** (add lines 16 and 44, column (A))			17	161,432.
Net Assets	18	Excess or (deficit) for the year (subtract line 17 from line 12)			18	(18,760.)
	19	Net assets or fund balances at beginning of year (from line 73, column (A))			19	132,501.
	20	Other changes in net assets or fund balances (attach explanation)			20	
	21	Net assets or fund balances at end of year (combine lines 18, 19, and 20)			21	113,741.

For Paperwork Reduction Act Notice, see the separate instructions.

Form 990 (2003) FAYETTE CTY COUNCIL DOMESTIC VIOL. 58-1826445 Page 2

Part II Statement of Functional Expenses All organizations must complete column (A). Columns (B), (C), and (D) are required for section 501(c)(3) and (4) organizations and section 4947(a)(1) nonexempt charitable trusts but optional for others. (See the instructions.)

Do not include amounts reported on line 6b, 8b, 9b, 10b, or 16 of Part I.		(A) Total	(B) Program services	(C) Management and general	(D) Fundraising
22 Grants and allocations (attach schedule) (cash $ noncash $)	22				
23 Specific assistance to individuals (attach schedule)	23				
24 Benefits paid to or for members (attach schedule)	24				
25 Compensation of officers, directors, etc	25	97798.	27726.	70072.	
26 Other salaries and wages	26				
27 Pension plan contributions	27				
28 Other employee benefits	28	3353.		3353.	
29 Payroll taxes	29	8909.	899.	8010.	
30 Professional fundraising fees	30				
31 Accounting fees	31	3300.		3300.	
32 Legal fees	32				
33 Supplies	33	31.	31.		
34 Telephone	34				
35 Postage and shipping	35	681.		681.	
36 Occupancy	36	25792.	12250.	13542.	
37 Equipment rental and maintenance	37				
38 Printing and publications	38	549.	74.	475.	
39 Travel	39	959.	483.	476.	
40 Conferences, conventions, and meetings	40				
41 Interest	41				
42 Depreciation, depletion, etc. (attach schedule)	42	5680.	5367.	313.	
43 Other expenses not covered above (itemize): a SEE STMT	43a	14380.	713.	13667.	
b	43b				
c	43c				
d	43d				
e	43e				
44 **Total functional expenses** (add lines 22 through 43). **Organizations completing columns (B)-(D), carry these totals to lines 13-15**	44	161432.	47543.	113889.	

Joint Costs. Check ▶ ☐ if you are following SOP 98-2.

Are any joint costs from a combined educational campaign and fundraising solicitation reported in (B) Program services? ▶ ☐ Yes ☒ No

If "Yes," enter (i) the aggregate amount of these joint costs$ ________ ; (ii) the amount allocated to Program services$ ________ ;

(iii) the amount allocated to Management and general $ ________ ; and (iv) the amount allocated to Fundraising $ ________

Part III Statement of Program Service Accomplishments (See the instructions.)

What is the organization's primary exempt purpose? ▶

All organizations must describe their exempt purpose achievements in a clear and concise manner. State the number of clients served, publications issued, etc. Discuss achievements that are not measurable. (Section 501(c)(3) and (4) organizations and 4947(a)(1) nonexempt charitable trusts must also enter the amount of grants and allocations to others.)

	Program Service Expenses (Required for 501(c)(3) & (4) orgs., & 4947(a)(1) trusts; but optional for others.)
a ASSESSMENT OF REFERRED INDIVIDUALS AND INTERVENTION WHERE APPROPRIATE. REFERRALS ARE ALSO MADE TO OTHER MENTAL & PHYSICAL WELFARE AGENCIES. EDUCATION AND SUPPORT AS NEEDED TO BECOME SELF SUFFICIENT. (Grants and allocations $)	42471.
b (Grants and allocations $)	
c (Grants and allocations $)	
d (Grants and allocations $)	
e Other program services (attach schedule) (Grants and allocations $)	
f **Total of Program Service Expenses** (should equal line 44, column (B), Program services) ▶	42471.

Form **990** (2003)

Form 990 (2003) FAYETTE CTY COUNCIL DOMESTIC VIOL. 58-1826445 Page 3

Part IV **Balance Sheets** (See the instructions.)

	Note: Where required, attached schedules and amounts within the description column should be for end-of-year amounts only.			(A) Beginning of year		(B) End of year
Assets	45 Cash - non-interest-bearing			7,639.	45	486.
	46 Savings and temporary cash investments				46	
	47 a Accounts receivable	47a				
	b Less: allowance for doubtful accounts	47b			47c	
	48 a Pledges receivable	48a				
	b Less: allowance for doubtful accounts	48b			48c	
	49 Grants receivable				49	
	50 Receivables from officers, directors, trustees, and key employees (attach schedule)				50	
	51 a Other notes and loans receivable (attach schedule)	51a				
	b Less: allowance for doubtful accounts	51b			51c	
	52 Inventories for sale or use				52	
	53 Prepaid expenses and deferred charges				53	
	54 Investments - securities (attach schedule) ▶ ☐ Cost ☒ FMV			8,637.	54	329.
	55 a Investments - land, buildings, and equipment: basis	55a	187,708.			
	b Less: accumulated depreciation (attach schedule)	55b	73,355.	116,725.	55c	114,353.
	56 Investments - other (attach schedule)				56	
	57 a Land, buildings, and equipment: basis	57a				
	b Less: accumulated depreciation (attach schedule)	57b			57c	
	58 Other assets (describe ▶)				58	
	59 **Total assets** (add lines 45 through 58) (must equal line 74)			133,001.	59	115,168.
Liabilities	60 Accounts payable and accrued expenses				60	
	61 Grants payable				61	
	62 Deferred revenue				62	
	63 Loans from officers, directors, trustees, and key employees (attach schedule)				63	
	64 a Tax-exempt bond liabilities (attach schedule)				64a	
	b Mortgages and other notes payable (attach schedule)				64b	
	65 Other liabilities (describe ▶)			500.	65	1,427.
	66 **Total liabilities** (add lines 60 through 65)			500.	66	1,427.
Net Assets or Fund Balances	**Organizations that follow SFAS 117, check here** ▶ ☒ and complete lines 67 through 69 and lines 73 and 74.					
	67 Unrestricted			132,501.	67	113,741.
	68 Temporarily restricted				68	
	69 Permanently restricted				69	
	Organizations that do not follow SFAS 117, check here ▶ ☐ and complete lines 70 through 74.					
	70 Capital stock, trust principal, or current funds				70	
	71 Paid-in or capital surplus, or land, building, and equipment fund				71	
	72 Retained earnings, endowment, accumulated income, or other funds				72	
	73 **Total net assets or fund balances** (add lines 67 through 69 **or** lines 70 through 72; column (A) **must** equal line 19; column (B) **must equal** line 21)			132,501.	73	113,741.
	74 **Total liabilities and net assets/fund balances** (add lines 66 and 73)			133,001.	74	115,168.

Form 990 is available for public inspection and, for some people, serves as the primary or sole source of information about a particular organization. How the public perceives an organization in such cases may be determined by the information presented on its return. Therefore, please make sure the return is complete and accurate and fully describes, in Part III, the organization's programs and accomplishments.

Part IV-A Reconciliation of Revenue per Audited Financial Statements with Revenue per Return (See the instructions.)

a Total revenue, gains, and other support per audited financial statements ▶	a	
b Amounts included on line **a** but not on line 12, Form 990:		
(1) Net unrealized gains on investments $		
(2) Donated services & use of facilities $		
(3) Recoveries of prior year grants $		
(4) Other (specify): $		
Add amounts on lines (1) through (4) ▶	b	
c Line **a** minus line **b** ▶	c	
d Amounts included on line 12, Form 990 but not on line **a**:		
(1) Investment expenses not included on line 6b, Form 990 $		
(2) Other (specify): $		
Add amounts on lines (1) and (2) ▶	d	
e Total revenue per line 12, Form 990 (line **c** plus line **d**) ▶	e	

Part IV-B Reconciliation of Expenses per Audited Financial Statements with Expenses per Return

a Total expenses and losses per audited financial statements ▶	a	
b Amounts included on line **a** but not on line 17, Form 990:		
(1) Donated services & use of facilities $		
(2) Prior year adjustments reported on line 20, Form 990 $		
(3) Losses reported on line 20, Form 990 $		
(4) Other (specify): $		
Add amounts on lines (1) through (4) ▶	b	
c Line **a** minus line **b** ▶	c	
d Amounts included on line 17, Form 990 but not on line **a**:		
(1) Investment expenses not included on line 6b, Form 990 $		
(2) Other (specify): $		
Add amounts on lines (1) and (2) ▶	d	
e Total expenses per line 17, Form 990 (line **c** plus line **d**) ▶	e	

Part V List of Officers, Directors, Trustees, and Key Employees (List each one even if not compensated; see the instructions.)

(A) Name and address	(B) Title and average hours per week devoted to position	(C) Compensation (If not paid, enter -0-.)	(D) Contributions to employee benefit plans & deferred comp.	(E) Expense account and other allowances
SEE STMT				

75 Did any officer, director, trustee, or key employee receive aggregate compensation of more than $100,000 from your organization and all related organizations, of which more than $10,000 was provided by the related organizations? ▶ ☐ Yes ☒ No
If "Yes," attach schedule - see the instructions.

Form 990 (2003) FAYETTE CTY COUNCIL DOMESTIC VIOL. 58-1826445 Page 5

Part VI Other Information (See the instructions.)

			Yes	No
76	Did the organization engage in any activity not previously reported to the IRS? If "Yes," attach a detailed description of each activity	76		X
77	Were any changes made in the organizing or governing documents but not reported to the IRS? If "Yes," attach a conformed copy of the changes.	77		X
78	a Did the organization have unrelated business gross income of $1,000 or more during the year covered by this return?	78a		X
	b If "Yes," has it filed a tax return on **Form 990-T** for this year?	78b		
79	Was there a liquidation, dissolution, termination, or substantial contraction during the year? If "Yes," attach a statement	79		X
80	a Is the organization related (other than by association with a statewide or nationwide organization) through common membership, governing bodies, trustees, officers, etc., to any other exempt or nonexempt organization?	80a	X	
	b If "Yes," enter the name of the organization ▶ FAYETTE THRIFT SHOP and check whether it is [X] exempt **or** [ ] nonexempt.			
81	a Enter direct or indirect political expenditures. See line 81 instructions — 81a			
	b Did the organization file **Form 1120-POL** for this year?	81b		X
82	a Did the organization receive donated services or the use of materials, equipment, or facilities at no charge or at substantially less than fair rental value?	82a		X
	b If "Yes," you may indicate the value of these items here. Do not include this amount as revenue in Part I or as an expense in Part II. (See instructions in Part III.) — 82b			
83	a Did the organization comply with the public inspection requirements for returns and exemption applications?	83a	X	
	b Did the organization comply with the disclosure requirements relating to quid pro quo contributions?	83b	X	
84	a Did the organization solicit any contributions or gifts that were not tax deductible?	84a		X
	b If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	84b		
85	501(c)(4), (5), or (6) organizations. a Were substantially all dues nondeductible by members?	85a		
	b Did the organization make only in-house lobbying expenditures of $2,000 or less?	85b		
	If "Yes" was answered to either 85a or 85b, **do not** complete 85c through 85h below unless the organization received a waiver for proxy tax owed for the prior year.			
	c Dues, assessments, and similar amounts from members — 85c			
	d Section 162(e) lobbying and political expenditures — 85d			
	e Aggregate nondeductible amount of section 6033(e)(1)(A) dues notices — 85e			
	f Taxable amount of lobbying and political expenditures (line 85d less 85e) — 85f			
	g Does the organization elect to pay the section 6033(e) tax on the amount on line 85f?	85g		
	h If section 6033(e)(1)(A) dues notices were sent, does the organization agree to add the amount on line 85f to its reasonable estimate of dues allocable to nondeductible lobbying and political expenditures for the following tax year?	85h		
86	501(c)(7) orgs. Enter: a Initiation fees and capital contributions included on line 12 — 86a			
	b Gross receipts, included on line 12, for public use of club facilities — 86b			
87	501(c)(12) orgs. Enter: a Gross income from members or shareholders — 87a			
	b Gross income from other sources. (Do not net amounts due or paid to other sources against amounts due or received from them.) — 87b			
88	At any time during the year, did the organization own a 50% or greater interest in a taxable corporation or partnership, or an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? If "Yes," complete Part IX	88		X
89	a 501(c)(3) organizations. Enter: Amount of tax imposed on the organization during the year under: section 4911 ▶ ; section 4912 ▶ ; section 4955 ▶			
	b 501(c)(3) and 501(c)(4) orgs. Did the organization engage in any section 4958 excess benefit transaction during the year or did it become aware of an excess benefit transaction from a prior year? If "Yes," attach a statement explaining each transaction	89b		X
	c Enter: Amount of tax imposed on the organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 ▶			
	d Enter: Amount of tax on line 89c, above, reimbursed by the organization ▶			

90 a List the states with which a copy of this return is filed ▶

b Number of employees employed in the pay period that includes March 12, 2003 (See instructions.) — 90b: 5

91 The books are in care of ▶ JENNIFER MICHEL Telephone no. ▶ 770-460-1604

Located at ▶ PO BOX 854, FAYETTEVILLE GA ZIP + 4 ▶ 30214

92 Section 4947(a)(1) nonexempt charitable trusts filing Form 990 in lieu of **Form 1041** - Check here ▶ [ ]

and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 92

Form **990** (2003)

Form 990 (2003) FAYETTE CTY COUNCIL DOMESTIC VIOL. 58-1826445 Page 6

Part VII Analysis of Income-Producing Activities (See the instructions.)

Note: Enter gross amounts unless otherwise indicated.	Unrelated business income		Excluded by section 512, 513, or 514		(E) Related or exempt function income
	(A) Business code	(B) Amount	(C) Exclusion code	(D) Amount	
93 Program service revenue:					
a PROGRAM SERV FEES					14,632.
b PROGRAM DEP FEES					190.
c VICTIM LIASON FEES					171.
d					
e					
f Medicare/Medicaid payments					
g Fees & contracts from govt. agencies					
94 Membership dues & assessments					
95 Interest on savings and temporary cash investments			514	18.	
96 Dividends & interest from securities			514	300.	
97 Net rental income or (loss) from real estate:					
a debt-financed property					
b not debt-financed property					
98 Net rental income or (loss) from personal property					
99 Other investment income					
100 Gain or (loss) from sales of assets other than inventory					481.
101 Net income or (loss) from special events			512	10,674.	
102 Gross profit or (loss) from sales of inventory					
103 Other revenue: a					
b					
c					
d					
e					
104 Subtotal (add columns (B), (D), and (E))				10,992.	15,474.
105 Total (add line 104, columns (B), (D), and (E)) ▶					26,466.

Note: Line 105 plus line 1d, Part I, should equal the amount on line 12, Part I.

Part VIII Relationship of Activities to the Accomplishment of Exempt Purposes (See the instructions.)

Line No. ▼	Explain how each activity for which income is reported in column (E) of Part VII contributed importantly to the accomplishment of the organization's exempt purposes (other than by providing funds for such purposes).
93A	FEES ARE COLLECTED TO HELP DEFRAY THE COST OF PROVIDING SUPPORT SERVICES TO CLIENTS UNTIL THEY CAN MAKE OTHER ARRANGEMENTS TO PROVIDE FOR THEMSELVES.
100	OLD FURNISHINGS SOLD TO HELP DEFRAY COST OF REPLACEMENT.

Part IX Information Regarding Taxable Subsidiaries and Disregarded Entities (See the instructions.)

(A) Name, address, and EIN of corporation, partnership, or disregarded entity	(B) Percentage of ownership int.	(C) Nature of activities	(D) Total income	(E) End-of-year assets
	%			
	%			
	%			
	%			

Part X Information Regarding Transfers Associated with Personal Benefit Contracts (See Specific Instructions.)

(a) Did the organization, during year, receive any funds, directly or indirectly, to pay premiums on a personal benefit contract? ☐ Yes ☒ No

(b) Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract? ☐ Yes ☒ No

Note: If "Yes" to (b), file Form 8870 and Form 4720 (see instructions).

Please Sign Here

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

▶ Signature of officer — Date

▶ JENNIFER MICHEL PRESIDENT

Type or print name and title.

Paid Preparer's Use Only

Preparer's signature ▶	Date	Check if self-employed ▶ ☐ Preparer's SSN or PTIN (See Gen. Inst. W) P00004352
Firm's name (or yours if self-employed), address, and ZIP + 4 ▶	PAUL C ODDO JR PC CPAS PO BOX 68 Fayetteville GA 30214	EIN ▶ 58-1373025 Phone no. ▶ 770-461-7627

Form **990** (2003)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Organization Exempt Under Section 501(c)(3)
(Except Private Foundation) and Section 501(e), 501(f), 501(k), 501(n), or Section 4947(a)(1) Nonexempt Charitable Trust
Supplementary Information - (See separate instructions.)
▶ MUST be completed by the above organizations and attached to their Form 990 or 990-EZ

OMB No. 1545-0047
2003

Name of the organization: FAYETTE CTY COUNCIL DOMESTIC VIOL.
Employer identification number: 58-1826445

Part I **Compensation of the Five Highest Paid Employees Other Than Officers, Directors, and Trustees**
(See the instructions. List each one. If there are none, enter "None.")

(a) Name and address of each employee paid more than $50,000	(b) Title and average hours per week devoted to position	(c) Compensation	(d) Contributions to employee benefit plans & deferred compensation	(e) Expense account and other allowance
NONE				
Total number of other employees paid over $50,000 ▶				

Part II **Compensation of the Five Highest Paid Independent Contractors for Professional Services**
(See the instructions. List each one (whether individuals or firms). If there are none, enter "None.")

(a) Name and address of each independent contractor paid more than $50,000	(b) Type of service	(c) Compensation
NONE		
Total number of others receiving over $50,000 for professional services ▶		

For Paperwork Reduction Act Notice, see the Instructions for Form 990 and Form 990-EZ. **Schedule A (Form 990 or 990-EZ) 2003**

Part III Statements About Activities (See instructions.)

			Yes	No
1	During the year, has the organization attempted to influence national, state, or local legislation, including any attempt to influence public opinion on a legislative matter or referendum? If "Yes," enter the total expenses paid or incurred in connection with the lobbying activities ▶$ ______ (Must equal amounts on line 38, Part VI-A, or line i of Part VI-B.) Organizations that made an election under section 501(h) by filing Form 5768 must complete Part VI-A. Other organizations checking "Yes" must complete Part VI-B AND attach a statement giving a detailed description of the lobbying activities.	1		X
2	During the year, has the organization, either directly or indirectly, engaged in any of the following acts with any substantial contributors, trustees, directors, officers, creators, key employees, or members of their families, or with any taxable organization with which any such person is affiliated as an officer, director, trustee, majority owner, or principal beneficiary? (If the answer to any question is "Yes," attach a detailed statement explaining the transactions.)			
a	Sale, exchange, or leasing of property?	2a		X
b	Lending of money or other extension of credit?	2b		X
c	Furnishing of goods, services, or facilities?	2c		X
d	Payment of compensation (or payment or reimbursement of expenses if more than $1,000)?	2d	X	
e	Transfer of any part of its income or assets?	2e		X
3a	Do you make grants for scholarships, fellowships, student loans, etc.? (If "Yes," attach an explanation of how you determine that recipients qualify to receive payments.)	3a		X
3b	Do you have a section 403(b) annuity plan for your employees?	3b		X
4	Did you maintain any separate account for participating donors where donors have the right to provide advice on the use or distribution of funds?	4		X

Part IV Reason for Non-Private Foundation Status (See instructions.)

The organization is not a private foundation because it is: (Please check only **ONE** applicable box.)

5 ☐ A church, convention of churches, or association of churches. Section 170(b)(1)(A)(i).

6 ☐ A school. Section 170(b)(1)(A)(ii). (Also complete Part V.)

7 ☐ A hospital or a cooperative hospital service organization. Section 170(b)(1)(A)(iii).

8 ☐ A Federal, state, or local government or governmental unit. Section 170(b)(1)(A)(v).

9 ☐ A medical research organization operated in conjunction with a hospital. Section 170(b)(1)(A)(iii). **Enter the hospital's name, city, and state ▶**

10 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit. Section 170(b)(1)(A)(iv). (Also complete the **Support Schedule** in Part IV-A.)

11a ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)

11b ☐ A community trust. Section 170(b)(1)(A)(vi). (Also complete the **Support Schedule** in Part IV-A.)

12 ☐ An organization that normally receives: **(1) more than 33 1/3%** of its support from contributions, membership fees, and gross receipts from activities related to its charitable, etc., functions - subject to certain exceptions, and **(2) no more than 33 1/3%** of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Also complete the **Support Schedule** in Part IV-A.)

13 ☐ An organization that is not controlled by any disqualified persons (other than foundation managers) and supports organizations described in: **(1)** lines 5 through 12 above; or **(2)** section 501(c)(4), (5), or (6), if they meet the test of section 509(a)(2). (See section 509(a)(3).)

Provide the following information about the supported organizations. (See instructions.)

(a) Name(s) of supported organization(s)	**(b)** Line number from above

14 ☐ An organization organized and operated to test for public safety. Section 509(a)(4). (See instructions.)

Part IV-A Support Schedule (Complete only if you checked a box on line 10, 11, or 12.) **Use cash method of accounting.**

Note: You may use the worksheet in the instructions for converting from the accrual to the cash method of accounting.

Calendar year (or fiscal year beginning in) ▶	(a) 2002	(b) 2001	(c) 2000	(d) 1999	(e) Total
15 Gifts, grants, and contributions received. (Do not include unusual grants. See line 28.)	80142	81634	84242	75327	321345
16 Membership fees received					
17 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to the organization's charitable, etc., purpose	28933	23376	24113	28314	104736
18 Gross income from interest, dividends, amounts received from payments on securities loans (section 512(a)(5)), rents, royalties, and unrelated business taxable income (less section 511 taxes) from businesses acquired by the organization after June 30, 1975	363	622	1826	2605	5416
19 Net income from unrelated business activities not included in line 18					
20 Tax revenues levied for the organization's benefit and either paid to it or expended on its behalf					
21 The value of services or facilities furnished to the organization by a governmental unit without charge. Do not include the value of services or facilities generally furnished to the public without charge					
22 Other income. Attach a schedule. Do not include gain or (loss) from sale of capital assets					
23 Total of lines 15 through 22	109438	105632	110181	106246	431497
24 Line 23 minus line 17	80505	82256	86068	77932	326761
25 Enter 1% of line 23	1094	1056	1102	1062	

26 **Organizations described on lines 10 or 11:** a Enter 2% of amount in column (e), line 24 ▶ 26a 6535

b Prepare a list for your records to show the name of and amount contributed by each person (other than a governmental unit or publicly supported organization) whose total gifts for 1999 through 2002 exceeded the amount shown in line 26a. **Do not file this list with your return.** Enter the total of all these excess amounts ▶ 26b

c Total support for section 509(a)(1) test: Enter line 24, column (e) ▶ 26c 326761

d Add: Amounts from column (e) for lines: 18 5416 19 ______ 22 ______ 26b ______ ▶ 26d 5416

e Public support (line 26c minus line 26d total) ▶ 26e 321345

f **Public support percentage (line 26e (numerator) divided by line 26c (denominator))** ▶ 26f 98.34 %

27 **Organizations described on line 12:** a For amounts included in lines 15, 16, and 17 that were received from a "disqualified person," prepare a list for your records to show the name of, and total amounts received in each year from, each "disqualified person." **Do not file this list with your return.** Enter the sum of such amounts for each year:

(2002) ______ (2001) ______ (2000) ______ (1999) ______

b For any amount included in line 17 that was received from each person (other than "disqualified persons"), prepare a list for your records to show the name of, and amount received for each year, that was more than the **larger** of (1) the amount on line 25 for the year or (2) $5,000. (Include in the list organizations described in lines 5 through 11, as well as individuals.) **Do not file this list with your return.** After computing the difference between the amount received and the larger amount described in (1) or (2), enter the sum of these differences (the excess amounts) for the year:

(2002) ______ (2001) ______ (2000) ______ (1999) ______

c Add: Amounts from column (e) for lines: 15 ______ 16 ______ 17 ______ 20 ______ 21 ______ ▶ 27c

d Add: Line 27a total ______ and line 27b total ______ ▶ 27d

e Public support (line 27c total minus line 27d total) ▶ 27e

f Total support for section 509(a)(2) test: Enter amount from line 23, column (e) ▶ 27f

g **Public support percentage (line 27e (numerator) divided by line 27f (denominator))** ▶ 27g %

h **Investment income percentage (line 18, column (e) (numerator) divided by line 27f (denominator))** ▶ 27h %

28 **Unusual Grants:** For an organization described in line 10, 11, or 12 that received any unusual grants during 1999 through 2002, prepare a list for your records to show, for each year, the name of the contributor, the date and amount of the grant, and a brief description of the nature of the grant. **Do not file this list with your return.** Do not include these grants in line 15.

Part VI-A **Lobbying Expenditures by Electing Public Charities** (See instructions.)
(To be completed **ONLY** by an eligible organization that filed Form 5768)

Check ▶ **a** [ ] if the organization belongs to an affiliated group. Check ▶ **b** [ ] if you checked "**a**" and "limited control" provisions apply.

Limits on Lobbying Expenditures (The term "expenditures" means amounts paid or incurred.)		(a) Affiliated group totals	(b) To be completed for ALL electing organizations
36 Total lobbying expenditures to influence public opinion (grassroots lobbying)	36		
37 Total lobbying expenditures to influence a legislative body (direct lobbying)	37		
38 Total lobbying expenditures (add lines 36 and 37)	38		
39 Other exempt purpose expenditures	39		
40 Total exempt purpose expenditures (add lines 38 and 39)	40		
41 Lobbying nontaxable amount. Enter the amount from the following table –			
If the amount on line 40 is – / **The lobbying nontaxable amount is –**			
Not over $500,000 — 20% of the amount on line 40			
Over $500,000 but not over $1,000,000 — $100,000 plus 15% of the excess over $500,000			
Over $1,000,000 but not over $1,500,000 — $175,000 plus 10% of the excess over $1,000,000	41		
Over $1,500,000 but not over $17,000,000 — $225,000 plus 5% of the excess over $1,500,000			
Over $17,000,000 — $1,000,000			
42 Grassroots nontaxable amount (enter 25% of line 41)	42		
43 Subtract line 42 from line 36. Enter -0- if line 42 is more than line 36	43		
44 Subtract line 41 from line 38. Enter -0- if line 41 is more than line 38	44		

Caution: If there is an amount on either line 43 or line 44, you must file Form 4720.

4-Year Averaging Period Under Section 501(h)

(Some organizations that made a section 501(h) election do not have to complete all of the five columns below. See instructions for lines 45 through 50.)

	Lobbying Expenditures During 4-Year Averaging Period				
Calendar year (or fiscal year beginning in) ▶	(a) 2003	(b) 2002	(c) 2001	(d) 2000	(e) Total
45 Lobbying nontaxable amount					
46 Lobbying ceiling amount (150% of line 45(e))					
47 Total lobbying expenditures					
48 Grassroots nontaxable amount					
49 Grassroots ceiling amount (150% of line 48(e))					
50 Grassroots lobbying expenditures					

Part VI-B **Lobbying Activity by Nonelecting Public Charities**
(For reporting only by organizations that did not complete Part VI-A) (See instructions.)

During the year, did the organization attempt to influence national, state or local legislation, including any attempt to influence public opinion on a legislative matter or referendum, through the use of:	Yes	No	Amount
a Volunteers		X	
b Paid staff or management (Include compensation in expenses reported on lines **c** through **h.**)		X	
c Media advertisements		X	
d Mailings to members, legislators, or the public		X	
e Publications, or published or broadcast statements		X	
f Grants to other organizations for lobbying purposes		X	
g Direct contact with legislators, their staffs, government officials, or a legislative body		X	
h Rallies, demonstrations, seminars, conventions, speeches, lectures, or any other means		X	
i Total lobbying expenditures (Add lines **c** through **h.**)			

If "Yes" to any of the above, also attach a statement giving a detailed description of the lobbying activities.

Part VII **Information Regarding Transfers To and Transactions and Relationships With Noncharitable Exempt Organizations** (See instructions.)

51 Did the reporting organization directly or indirectly engage in any of the following with any other organization described in section 501(c) of the Code (other than section 501(c)(3) organizations) or in section 527, relating to political organizations?

			Yes	No
a	Transfers from the reporting organization to a noncharitable exempt organization of:			
	(i) Cash	51a(i)		X
	(ii) Other assets	a(ii)		X
b	Other transactions:			
	(i) Sales or exchanges of assets with a noncharitable exempt organization	b(i)		X
	(ii) Purchases of assets from a noncharitable exempt organization	b(ii)		X
	(iii) Rental of facilities, equipment, or other assets	b(iii)		X
	(iv) Reimbursement arrangements	b(iv)		X
	(v) Loans or loan guarantees	b(v)		X
	(vi) Performance of services or membership or fundraising solicitations	b(vi)		X
c	Sharing of facilities, equipment, mailing lists, other assets, or paid employees	c		X

d If the answer to any of the above is "Yes," complete the following schedule. Column (b) should always show the fair market value of the goods, other assets, or services given by the reporting organization. If the organization received less than fair market value in any transaction or sharing arrangement, show in column (d) the value of the goods, other assets, or services received:

(a) Line no.	(b) Amount involved	(c) Name of noncharitable exempt organization	(d) Description of transfers, transactions, & sharing arrangements

52 a Is the organization directly or indirectly affiliated with, or related to, one or more tax-exempt organizations described in section 501(c) of the Code (other than section 501(c)(3)) or in section 527? ▶ ☐ Yes ☒ No

b If "Yes," complete the following schedule:

(a) Name of organization	(b) Type of organization	(c) Description of relationship

Schedule B
(Form 990, 990-EZ, or 990-PF)
Department of the Treasury
Internal Revenue Service

Schedule of Contributors

Supplementary Information for line 1 of Form 990, 990-EZ, and 990-PF (see instructions)

OMB No. 1545-0047

2003

Name of organization
FAYETTE CTY COUNCIL DOMESTIC VIOL.

Employer identification number
58-1826445

Organization type (check one):

Filers of:	**Section:**
Form 990 or 990-EZ	☒ 501(c) (3) (enter number) organization
	☐ 4947(a)(1) nonexempt charitable trust **not** treated as a private foundation
	☐ 527 political organization
Form 990-PF	☐ 501(c)(3) exempt private foundation
	☐ 4947(a)(1) nonexempt charitable trust treated as a private foundation
	☐ 501(c)(3) taxable private foundation

Check if your organization is covered by the **General Rule** or a **Special Rule.** (**Note:** Only a section 501(c)(7), (8), or (10) organization can check box(es) for both the General Rule and a Special Rule - see instructions.)

General Rule -

☒ For organizations filing Form 990, 990-EZ, or 990-PF that received, during the year, $5,000 or more (in money or property) from any one contributor. (Complete Parts I and II.)

Special Rules -

☐ For a section 501(c)(3) organization filing Form 990, or Form 990-EZ, that met the 33 1/3% support test of the regulations under sections 509(a)(1)/170(b)(1)(A)(vi) and received from any one contributor, during the year, a contribution of the greater of $5,000 or 2% of the amount on line 1 of these forms. (Complete Parts I and II.)

☐ For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year, aggregate contributions or bequests of more than $1,000 for use exclusively for religious, charitable, scientific, literary, or educational purposes, or the prevention of cruelty to children or animals. (Complete Parts I, II, and III.)

☐ For a section 501(c)(7), (8), or (10) organization filing Form 990, or Form 990-EZ, that received from any one contributor, during the year, some contributions for use exclusively for religious, charitable, etc., purposes, but these contributions did not aggregate to more than $1,000. (If this box is checked, enter here the total contributions that were received during the year for an exclusively religious, charitable, etc., purpose. Do not complete any of the Parts unless the **General Rule** applies to this organization because it received nonexclusively religious, charitable, etc., contributions of $5,000 or more during the year.) . . . . ▶ $ ____________

Caution: Organizations that are not covered by the General Rule and/or the Special Rules do not file Schedule B (Form 990, 990-EZ, or 990-PF), but they **must** check the box in the heading of their Form 990, Form 990-EZ, or on line 1 of their Form 990-PF, to certify that they do not meet the filing requirements of Schedule B (Form 990, 990-EZ, or 990-PF).

Schedule B (Form 990, 990-EZ, or 990-PF) (2003) Page 1 to 1 of Part I

Name of organization FAYETTE CTY COUNCIL DOMESTIC VIOL.

Employer identification number 58-1826445

Part I **Contributors** (See Specific Instructions.)

(a) No.	(b) Name, address, and ZIP + 4	(c) Aggregate contributions	(d) Type of contribution
1	FAYETTEVILLE THRIFT SHOP FAYETTEVILLE GA	$ 37,000.	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II if there is a noncash contribution.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II if there is a noncash contribution.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II if there is a noncash contribution.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II if there is a noncash contribution.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II if there is a noncash contribution.)
		$	Person ☐ Payroll ☐ Noncash ☐ (Complete Part II if there is a noncash contribution.)

Form **4562**

Department of the Treasury
Internal Revenue Service

Depreciation and Amortization
(Including Information on Listed Property)

▶ See separate instructions. ▶ Attach to your tax return.

OMB No. 1545-0172

2003

Attachment Sequence No. **67**

Name(s) shown on return	Business or activity to which this form relates	Identifying number
FAYETTE CTY COUNCIL DOMESTIC V	FCCDV FORM 990	58-1826445

Part I **Election To Expenses Certain Property Under Section 179**

Note: If you have any listed property, complete Part V before you complete Part I.

1	Maximum amount. See the instructions for a higher limit for certain businesses	1	$100,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation	3	$400,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see the instructions	5	100,000.

	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
6			
7	Listed property. Enter the amount from line 29	7	

8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the **smaller** of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2002 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2004. Add lines 9 and 10, less line 12 ▶	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II **Special Depreciation Allowance and Other Depreciation (Do not include listed property.)**

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see the instructions)	14	
15	Property subject to section 168(f)(1) election (see the instructions)	15	
16	Other depreciation (including ACRS) (see the instructions)	16	

Part III **MACRS Depreciation (Do not include listed property.) (See the instructions)**

Section A

17	MACRS deductions for assets placed in service in tax years beginning before 2003	17	5,134.
18	If you are electing under section 168(i)(4) to group any assets placed in service during the tax year into one or more general asset accounts, check here ▶ ☐		

Section B–Assets Placed in Service During 2003 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in service	(c) Basis for depr. (business/investment use only - see instructions)	(d) Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property		1,291.	5	HY	200 DB	258.
c 7-year property		2,018.	7	HY	200 DB	288.
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			27.5 yrs.	MM	S/L	
i Nonresidential real property			39 yrs.	MM	S/L	
				MM	S/L	

Section C–Assets Placed in Service During 2003 Tax Year Using the Alternative Depreciation System

(a) Classification of property	(b)	(c)	(d)	(e)	(f)	(g)
20a Class life					S/L	
b 12-year			12 yrs.		S/L	
c 40-year			40 yrs.	MM	S/L	

Part IV **Summary** (see the instructions)

21	Listed property. Enter amount from line 28	21	
22	**Total.** Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations – see instr.	22	5,680.
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

Form **4562** (2003)

58-1826445

US 990 Other Functional Expenses: Page 2, Line 43 2003

Description of the Asset	Total	Program Services	Management and General	Fundraising
ADVERTISING	3,573.		3,573.	
BANK CHARGES	471.	1.	470.	
DUES & SUBSCRIPTIONS	250.		250.	
INSURANCE	6,480.		6,480.	
OFFICE SUPPLIES	1,777.	452.	1,325.	
REPAIRS & MAINT EQ	115.		115.	
STAFF DEV & TRAINING	238.		238.	
LICENSES & PERMITS	30.		30.	
MISCELLANEOUS	489.	228.	261.	
STORAGE RENTAL	900.		900.	
FINANCIAL AID TO IND	25.		25.	
ENTERTAINMENT	35.	35.		
ROUNDING	(3.)	(3.)		
	14,380.	713.	13,667.	

58-1826445

List of Officers, Directors, Trustees and Key Employees

US 990 990: Page 4, Part V; 990EZ: Page 2 Part IV; 990-PF: Page 6, Part VIII 2003

Name and Address		Title/Average Hours Per Week Devoted to Position		Amount Paid	Amount for Employee Benefit Plan	Expense Account and Other Allowances
BONNIE CAMPBEL	PEACHTREE CITY	EXEC DIR	40	39,655.		
SONJA STRICKLA	STOCKBRIDGE GA	EXEC DIR	40	6,667.		
CYNTHIA POLO	PEACHTREE CITY	CASE MGR	25	4,818.		
REBECCA HARRIS	FAYETTEVILLE	OFFICE MGR	40	23,750.		
VANESSA MOTLEY	HAMPTON GA	PROJ COOR	15	7,877.		
LAURA FULLER	SENIOA GA	CASE MGR	25	15,031.		
JENNIEFER MICH	PEACHTREE CITY	PRESIDENT				
HEIDI BECKER	FAYETTEVILLE	VICE PRES				
RALPH FERGUSON	PEACHTREE CITY	TREASURER				
ELIZABETH WARE	FAYETTEVILLE	SECRETARY				
DEBBIE CHAMBER	FAYETTEVILLE	BOARD				
LAVERNE BANILL	FAYETTEVILLE	BOARD				
KAREN CLARK	SHARPSBURG GA	BOARD				
MICHAEL MULLIK	JONESBORO GA	BOARD				
MELISSA PEACOC	JONESBORO GA	BOARD				
CHERYL PRESSLE	FAYETTEVILLE	BOARD				
LAGENA SHARPE	PEACHTREE CITY	BOARD				
				97,798.		

December 9, 2004

Mrs. Jane Miller
City Clerk-Peachtree City

Dear Jane,

I would like the opportunity to speak at the January City Council meeting. The topic is the TDK extension now being delayed again .

Thank you for your attention in this matter. Continued success to you.

Bob Stieber

Valentino's

TAILWIND DEVELOPMENT COMPANY

460 Crosstown Dr. ◆ Peachtree City ◆ Georgia 30269

ph. 770/631-7779 ◆ tdc@tail-wind.com ◆

Mrs. Jane Miller
City Clerk-Peachtree City

Dear Jane,

I would like the opportunity to speak at the January City Council meeting. The topic is the Liquor Serving Permits now required by the city.

Thank you for your attention in this matter. Continued success to you.

Bob Stieber

Valentino's

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POSITION PAPER

Proposed Rezoning: Lots 1, 2 and 3, former Exposaic tract, Dividend Drive
City Planner/ Zoning Administrator David
December 28, 2004

Situation:

Mrs. Ellen Koons and Mrs. Myra Berry own three lots totaling 2.855-acres within the former 29.165-acre Exposaic Industries tract. The overall Exposaic tract is zoned GI General Industrial and has been subdivided and sold to various entities. Lots 1, 2 and 3 extend 928.8' along Dividend Drive and range in depth from 111.31' to 129.23'. The Agent for the owners, Mr. John Proffitt, III, desires to rezone the three parcels from GI General Industrial to LI Limited Industrial to accommodate the development of four office buildings and associated parking. The depth of the three lots and the required building setbacks identified within the GI zoning district limit the development potential of these lots. Because the property is not currently zoned for this type of development, the Applicant is requesting that it be rezoned to an appropriate classification. A copy of the application is included as Attachment "A."

Facts:

1. The overall 29.165-acre Exposaic Industries tract was subdivided into six parcels on September 14, 1995 (Attachment "B").
2. Mrs. Ellen Koons owns Lot 1 (1.0 acre) and Lot 2 (0.92 acre); and Mrs. Myra Berry owns Lot 3 (0.93 acres). The total acreage of the three lots is 2.855 acres.
3. The three lots are currently zoned GI General Industrial, which requires a minimum front building setback of 50' and a minimum rear building setback of 50' (Attachment "C").
4. Lot 1 varies in depth from 111.31' to 114.15'; Lot 2 varies in depth from 114.5' to 165.0'; and Lot 3 is 127.62' in depth. Using the minimum front and rear building setbacks within the GI zoning district, all three lots would be unbuildable.
5. The minimum lot size within the LI Limited industrial zoning district is 20,000SF. Each lot meets this requirement (Attachment "D").
6. The minimum front building setback within the LI zoning district is 30' and the minimum rear building setback is 20' (Attachment "D"). The Applicant has provided a site plan that identifies how the property could be developed under LI zoning requirements (Exhibit III-A).

7. The Land Use Plan indicates the property is classified as IND Industrial (Attachment "E").
8. At their meeting on December 13, the Planning Commission recommended that the property be rezoned subject to the conditions recommended by City Staff (Attachment "F").

Recommendation:

Staff recommends that the proposed rezoning from GI to LI for Lots 1, 2 and 3 of the former Exposaic tract be recommended for approval and that the zoning should be subject to the following understandings and conditions:

1. The conceptual site plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular conceptual site review process and shall meet applicable ordinances and guidelines.
2. The Applicant must agree to install the cart path as shown on the conceptual site plan as a part of this development.
3. All buildings shall be similar in design, and shall include similar building materials and color selections.

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property:
200 Dividend Drive in the Peachtree City Industrial Park as per the approved Plat of Subdivision for "Exposaic Properties of GA, Inc."

This property is presently zoned: GI

The proposed zoning classification is: LI

I certify that I am the owner, or the duly authorized agent of the owner, of the property described above:

Signature: Ellen H. Koons Myra W. Berry

Owner: (print) Ellen H. Koons & Myra W. Berry

Agent: (print) Executive Custom Holdings BY: JOHN PROFFITT

Address: 200 Dividend Drive, Ste. 102, Peachtree City, GA 30269

Phone: 404-787-3911 Date: 09/13/2004

****

This request, along with the required fee ($600 + $25/acre) and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: David E. Rast

Title: City Planner/Zoning Administrator

Date: 11-29-04

Request Number: 2004-11

Date of Planning Commission Public Hearing: 12-13-04

ate of City Council Public Hearing: 01-06-05

07/01/01

Attachment "A"

REQUEST FOR REZONING

CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to change the zoning classification of the following described property:

200 Dividend Drive in the Peachtree City Industrial Park as per the approved Plat of Subdivision for "Exposaic Properties of GA, Inc."

This property is presently zoned: GI

The proposed zoning classification is: LI

I certify that I am the owner, or the duly authorized agent of the owner, of the property described above:

Signature: Ellen H. Koons

Owner: (print) Ellen H. Koons & Myra W. Berry

Agent: (print) Executive Custom Holdings

Address: 200 Dividend Drive, Ste. 101, Peachtree City, GA 30269

Phone: 404-787-3911 Date: 09/13/2004

****

This request, along with the required fee ($600 + $25/acre) and supplemental documents, has been properly submitted and is hereby accepted for consideration by the Planning Commission and the City Council:

Signature: ______________________

Title: ______________________

Date: ______________________

Request Number: ______________________

Date of Planning Commission Public Hearing: ______________________

Date of City Council Public Hearing: ______________________

SUPPLEMENTAL DOCUMENTS & APPLICATION

a. Enclosed is a current survey showing Lots 1, 2 & 3 as originally subdivided in 1995. This petition includes all three (3) lots (Exhibit III-a).

b. A legal description of the above plat is included herein as Exhibit "III-b".

c. The sale and subdivision of the Exposaic tract in 1995 created several lots, several of which front Dividend Drive. These lots vary in depth from approximately 111'to 165', which render them undevelopable utilizing required front and rear building setbacks within the GI General Industrial zoning district.

Because of their location and size, it is envisioned these lots would be developed into office space, which is a permitted use within both LI Light Industrial and GI General Industrial. However, this type of development would be prohibited on the lots as currently zoned because of the required setbacks.

Following the subdivision of the property, a master plan for the overall Exposaic tract was developed which identified several small, freestanding office buildings along Dividend Drive. The vision for this master plan was the development of a series of smaller buildings along the front of the property that would allow smaller tenants to maintain office space within the industrial park, with the larger tenants industrial and/or manufacturing tenants located at the rear of the property. Additionally, it was envisioned the architecture of the new buildings would complement the architecture of the existing Hamilton Berry Center, which was one of the first buildings constructed within the industrial park.

In the 1960's, a 35 acre tract was developed on Dividend Drive, south of Paschall Road for a precast concrete manufacturing plant specializing in decorative external wall sections. The existing 5200 sf. office building was built in 1970± for housing administrative offices. Also in the early 70's, a parcel was sold to Jack Berry to house his aerial photography business. The manufacturing facility operated successfully until the late 1980's when it was purchased by Shockey Brothers of Winchester, Virginia. The plant continued to operate until 1991 when site operations were terminated and the site became inactive.

In 1995, the owners (Shockey Brothers) elected to subdivide the property for a purchaser who wanted <u>only</u> the manufacturing plant. As the Plat evolved with the City's help, six lots were parceled including an adjacent site shown as "Lot 4".

Since a major portion of the original tract was devoted to industrial uses and in a state of disrepair, the owners of Lots 5 & 6 elected to remove debris and unsightly materials from the site to establish an environmentally sound area.

Current uses on the entire site are office buildings (Lots 1 & 3) plus ancillary parking and access (Lot 2). A manufacturing facility "Clayton International", a commercial cleaning office, "Diversified Cleaning" and "Econo-Storage", an RV parking and lumber storage area occupy Lot 5.

<u>NOTE: This application concerns only Lots 1, 2 & 3.</u> The above data concerning the entire site is provided only for informational purposes.

The tracts in question have all utilities available - water, sewer, gas, telephone and electric.

Due to the rigorous clean-up on the lands to the west of the property being considered within this application, and the ultimate development of Lots 1, 2 and 3 into office areas, the impact on the environment would be minimal.

Obviously, all construction plans and procedures for future development will meet City and State rules and regulations.

d. An 8½" x 17" plat indicating Zoning Classifications adjacent to the site is included herein as "Exhibit III-d".

e. Name and addresses of property owners within 200 feet of the site are included herein as "Exhibit III-e".

f. A locator Map is included as "Exhibit F"

g. The City's Zoning Districts, as shown at a scale of 1" = 800' will be included as "Exhibit III-G".

h. The tract being considered by this application contains two office buildings (Lots 1 & 3) of approximately 9,900 sf. Adjacent to the property to the west is a large manufacturing facility. Existing driveways and parking areas traverse the site. To the north is Paschall Road while several office/manufacturing buildings are on the south side. No State waters, wetlands or associated environmental assets are included within the property being considered.

i. All required public services are available to the property, water, sewer, natural gas, electric and telephone utilities either from Dividend Drive or within the site. The City street provides for vehiculor traffic ingress and egress.

j. In addition to the aforementioned public utilities, the following public services are available to the site:

Leach Fire Station is approximately 1,100' from the property in question which will provide emergency fire and rescue services.

City Hall and related City functions are approximately 1.1 miles from the site based on travel distance.

The Police Station is about 1.3 miles from the site, again based on travel distance.

There are no public facilities located directly on the site, other than utility extensions with easements.

III-I. a. With the proposed development of four (4) additional office buildings as shown on the concept Plan, it is expected that the tax base for these lots (1, 2 & 3) will increase by $16,000.00 ±.

b. Since office buildings are planned for the site, no impact on public education is anticipated.

c. As noted above, fire services are about 1,100 feet from the site. The police station is approximately 1.3 miles from the site.

d. Emergency Medical Service is approximately 1,100 feet from the site in the Leach Fire Station.

e. With the construction of office buildings, the impact on traffic on Dividend Drive will be less than an industrial tenant. No intense traffic generation facilities are contemplated. The impact on the existing road network will not be significant.

f. All utilities are available on, or adjacent to the site including electricity, telephone, gas, water and sewer.

g. Due to the rigorous clean-up on the lands to the west of the property being considered, and the ultimate development of Lots 1, 2, & 3 into office areas, the impact on the environment would be minimal. Obviously, all construction plans will reflect current State and City rules and regulations for development.

h. In keeping with the City's Path System network, a multi-use path will be installed as shown on the Concept Plan.

I. The proposed uses for the property in question are two office buildings totaling 9,600 sf. of "footprint" while ultimate building square footage on the site would be nearly 18,000 sf.± of office buildings. It is anticipated that the buildings will be phased in over a four year period beginning in 2005. The Concept Plan, as included herein, uses existing parking areas to serve existing and future buildings in their present (but upgraded) conditions. Future construction would include updating of parking and landscape areas.

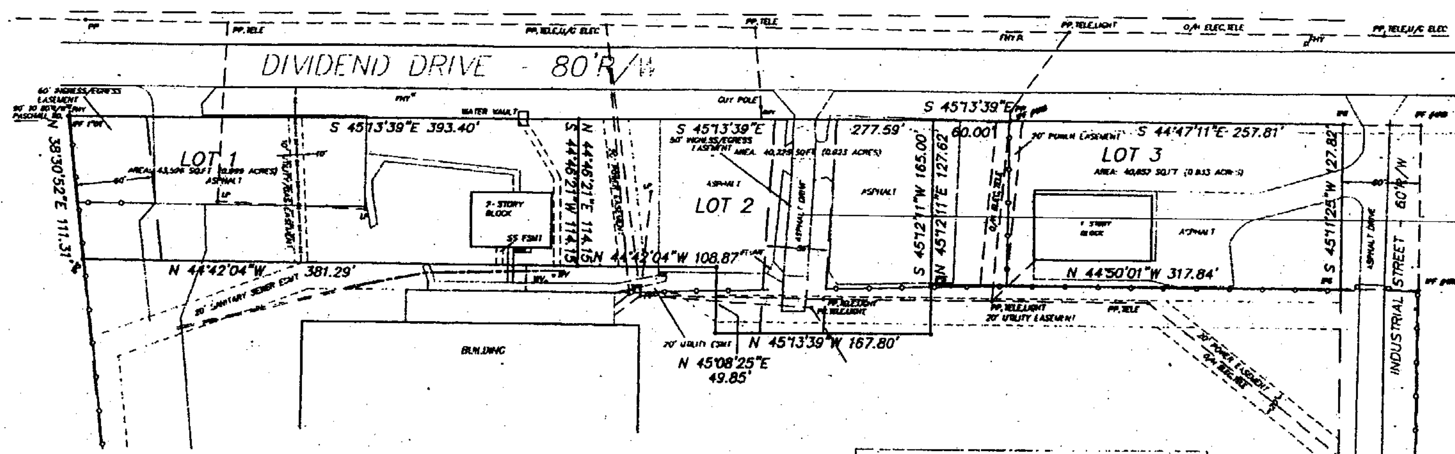
III-(m). A topographic map of the site is included herein as "Exhibit III-M".

III-(n). A Conceptual Site Plan showing proposed development for the tract is included herein as "Exhibit-H". As a part of the City's Cart Path System, a path is planned for the site under consideration, subject to modifications by the City's Planning Staff.

LEGEND

DI	DROP INLET	WM	WATER METER
FH	FIRE HYDRANT	MH	MANHOLE
TOC	TOP OF CURB	INV	INVERT
TRAV	TRAVERSE	N&W	NAIL AND WASHER
LP	LIGHT POLE	⊕	TEST HOLE
CP	CONCRETE PIPE	TW	TOP WALL
CB	CATCH BASIN	EM	ELECTRIC METER
STO-MH	STORM MANHOLE	GM	GAS METER
SS-MH	SANITARY MANHOLE	E-PP	POWER POLE
CMP	CORRUGATED METAL PIPE	LP	LIGHT POLE
TBM	TEMPORARY BENCH MARK	◄	DOWNSPOUT
IPS	IRON PIN SET	R/W	RIGHT-OF-WAY
IPF	IRON PIN FOUND	HW	HEADWALL
PK	MASONRY NAIL	FH	FIRE HYDRANT
HIC	HICKORY	U/G	UNDERGROUND
COT	COTTONWOOD	℞	PROPERTY LINE
CM	CRAPE MYRTLE	TP	TELEPHONE POLE
DOG	DOGWOOD	O/H	OVERHEAD
HOL	HOLLY	GV	GAS VALVE
MT	MULTI TRUNK	WV	WATER VALVE
CED	CEDAR	TRF	TRAFFIC
MAP	MAPLE	ELEC	ELECTRIC
BEE	BEECH	CATV	CABLE TV
P	PINE	CO	CLEAN OUT
CAM	CAMELLIA	E-MH	ELECTRIC MANHOLE
COL	COLUMN	HB	HOSE BIB

According to FEMA FIRM Map "Fayette County, Georgia and Incorporated Areas", Panel 90 of 175, Map No. 13113C0090 D, Effective Date of March 18, 1996, this property is not located within a designated "Flood Hazard" area.



Survey References:

Plat for "Exposaic of Georgia, Inc. Property", prepared by Lum Hall & Associates and dated Aug. 1995 (approx.).

Note:
The surveyor is not responsible for the correctness or sufficiency of the location and arrangement of underground utilities and structures. Utilities and structures not shown may be encountered. The contractor shall ascertain the TRUE location of any underground utility or structure.

The surveyor has made no investigation or independent search for easements of record, encumbrances, restrictive covenants, ownership title evidence, or other facts that an accurate and current title search may disclose.

Subsurface and environmental conditions were not examined or considered as a part of this survey. No statement is made concerning the existence of underground or overhead facilities that may affect the use or development of this tract.

GRAPHIC SCALE

0 60 120 180 240 300

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 156,000 FEET AND AN ANGULAR ERROR OF 01" PER ANGLE POINT, AND WAS ADJUSTED USING N/A RULE.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 284,897 FEET.

BOSTWICK, DUKE, HARPER & WORTHY, INC.
LAND SURVEYING
377 SOUTH ATLANTA STREET
ROSWELL, GEORGIA 30075
770-552-0804

BOUNDARY SURVEY FOR:
ED KOONS
HAMILTON ENGINEERING & DESIGN CO.,INC.
LAND LOT 59
DISTRICT 6
FAYETTE COUNTY, GEORGIA

DRAWN BY: TCB
SCALE: 1 inch = 60 feet
DATE: 11/08/04
JOB NO: 04130.DWG

GEORGIA

"EHIBIT III–a"

EXHIBIT III-B

200 DIVIDEND DRIVE

LEGAL DESCRIPTION

All that property originally shown as Lots 1, 2 and 3 on a Final Subdivision Plat for Exposaic Industries of Georgia, Phase One within Land Lot 59 of the 6th District of Fayette County, Georgia and as illustrated on a Plat of Survey for Ed Koons, Hamilton Engineering and Design Co., Inc. by Bostwick, Duke, Harper and Worthy, Inc., dated 11/08/2004.

The property being considered is more particularly described as follows:

Beginning at an iron pin found in the south side of Dividend Drive (80' wide) which pin is 90.0' from the eastern right-of-way line of Paschall Road (80' wide), thence, along the aforesaid south right-of-way line of Dividend Drive S 45°-13'-39" E 730.99' to a point;

Thence, continuing along the south right-of-way line of Dividend Drive S 44°-47'-11" E 257.81' to an iron pin;

Thence, S 45°-11'-25" W 127.82' to an iron pin;

Thence, N 44°-50'-01" w 317.84' to a point;

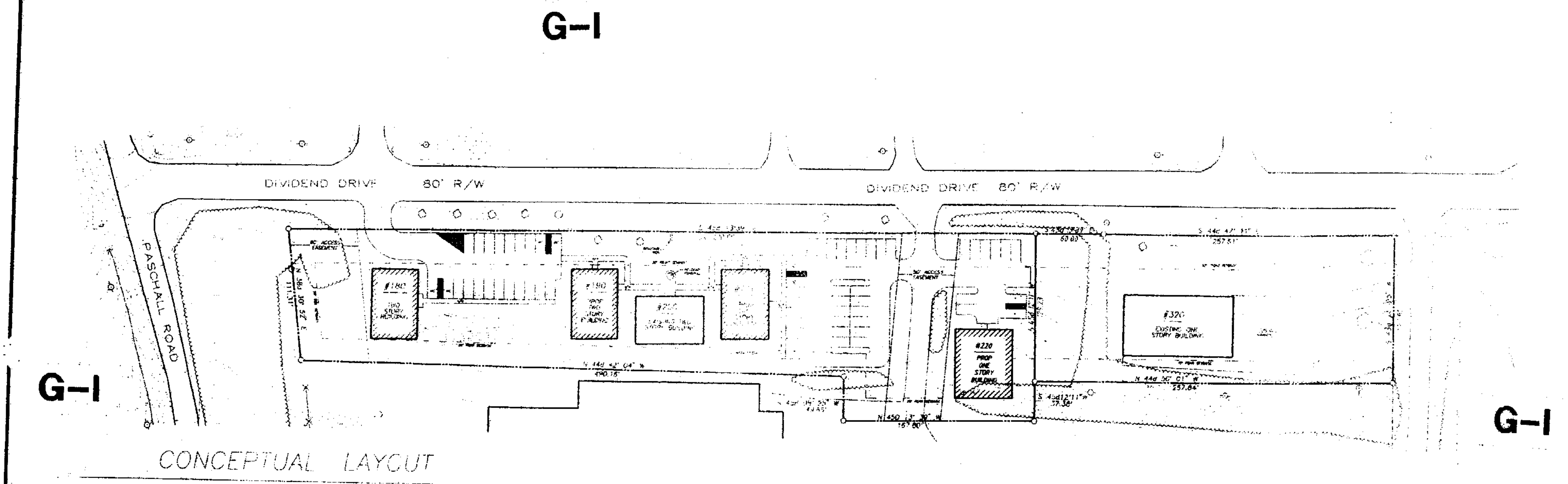
Thence, S 45°-12'-11" W 37.38' to an iron pin set;

Thence, N 45°-13'-39" W 167.80' to a point;

Thence, N 45°-08'-25" E 49.85' to a point;

Thence, N 44°-42'-04" W 490.16' to an iron pin set;

Thence, N 38°-30'-52" E 111.31' to the point of beginning, containing 2.855 acres or less.



ZONING DISTRICTS

"EXHIBIT III–d"

CONCEPT PLAN

THE HAMILTON-BERRY CENTER

HAMILTON
ENGINEERING & DESIGN

EXHIBIT 111– (e)

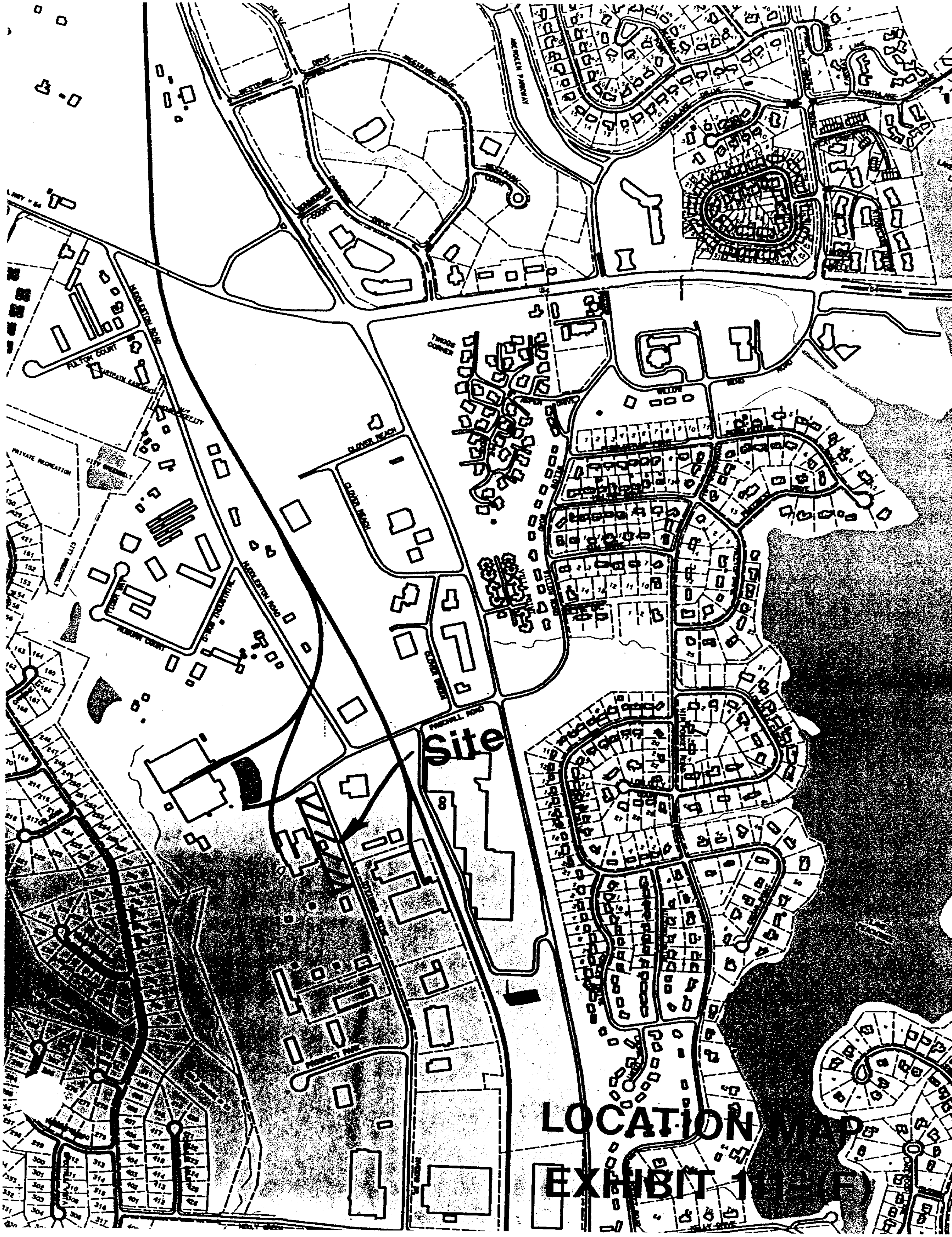
NAMES AND ADDRESSES OF ADJACENT PROPERTY OWNERS

1. Myra W. Berry
   302 Dividend Drive
   Peachtree City, GA 30269

2. Paschall Realty Co., Inc.
   C/O Norman W. Paschall
   100 Paschall Road
   Peachtree City, Ga 30269

3. RDS Holdings, Inc.
   C/O Mike Stille
   103 Hilltop Drive
   Peachtree City, GA

4. R. D. Vanecek & Richard W. Bearden
   401 N. Peachtree Parkway
   Peachtree City, GA 30269


Site
LOCATION MAP
EXHIBIT

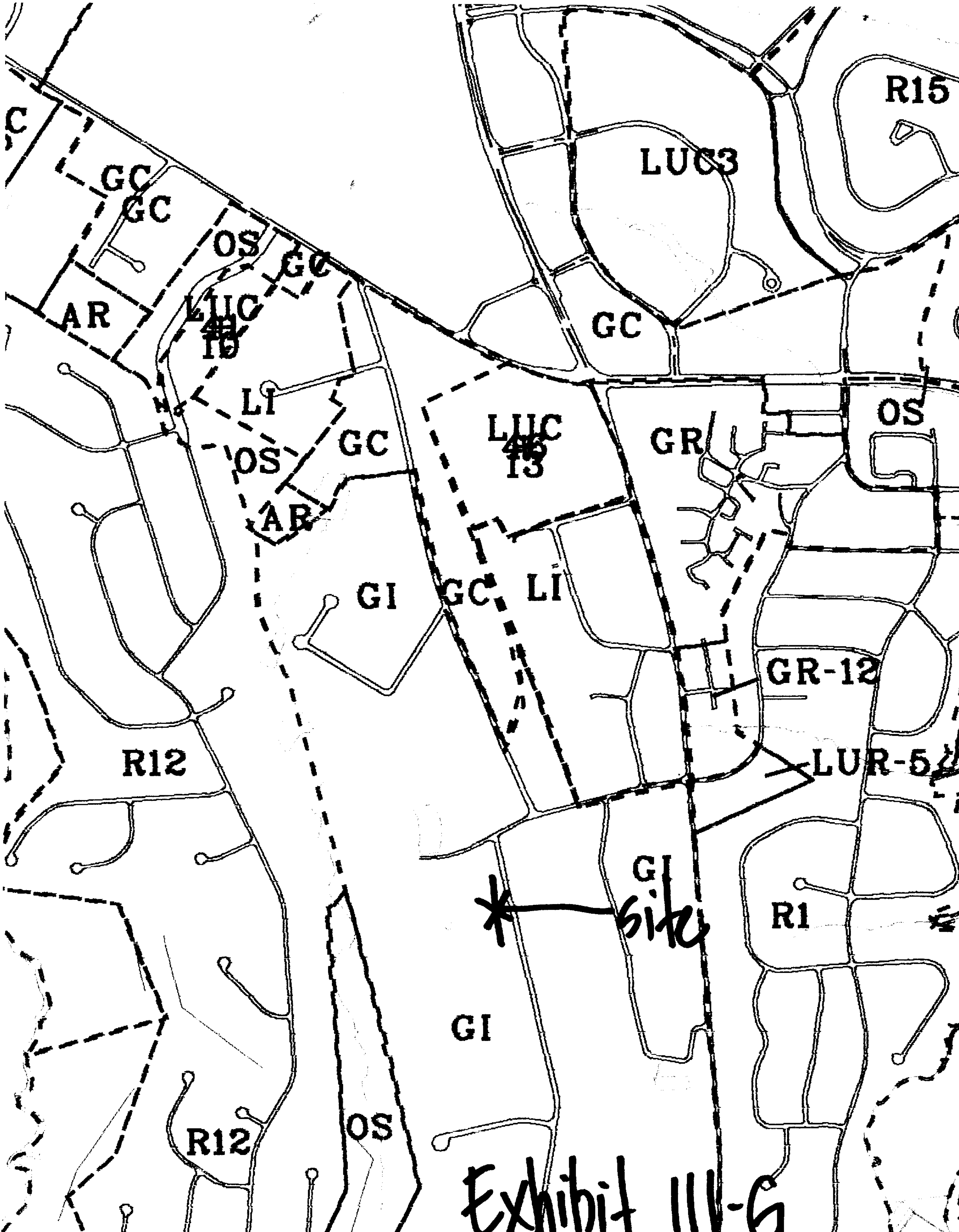
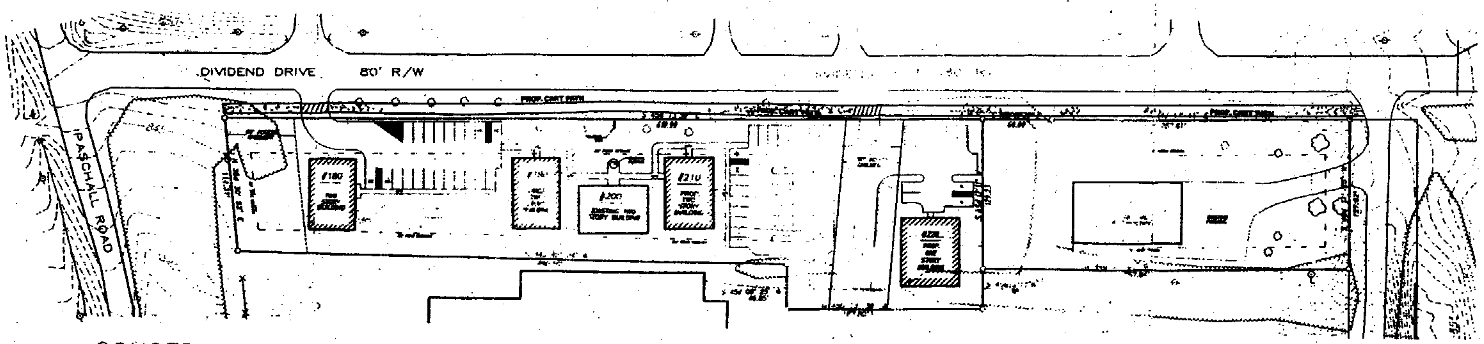


Exhibit III-G



CONCEPTUAL LAYOUT

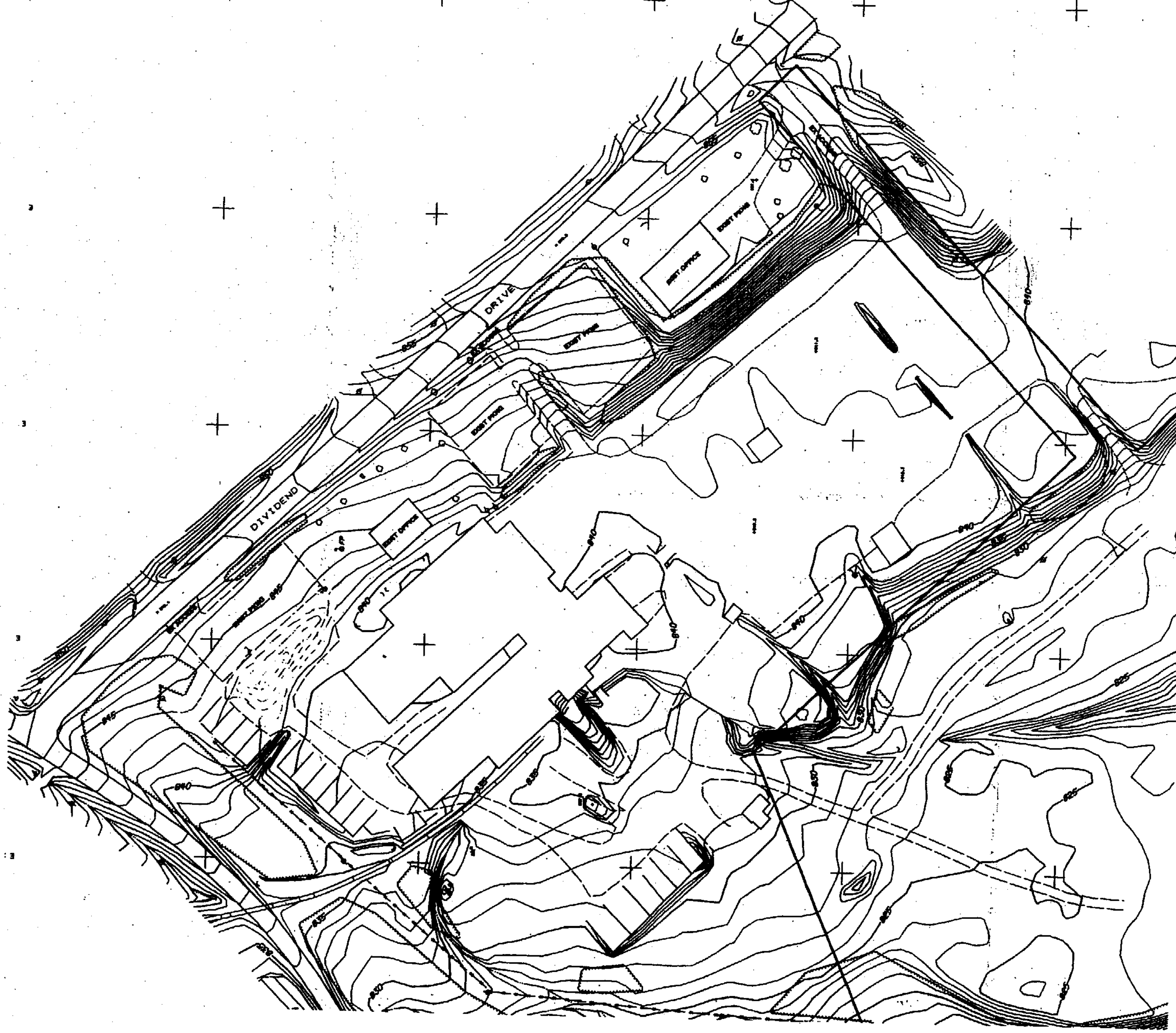
CONCEPT PLAN

THE HAMILTON-BERRY CENTER

CONCEPTUAL PLAN

HAMILTON
ENGINEERING & DESIGN
THE HAMILTON-BERRY CENTER
200 DIVIDEND DRIVE
P.O. BOX 2405
PEACHTREE CITY, GA 30269
770-486-8503
FAX: 770-486-1134

"EXHIBIT III-H"



TOPOGRAPHIC MAI

"EXHIBIT III-M"

SCALE 1" = 60'

FINAL PLAT OF

EXPOSAIC INDUSTRIES OF GEORGIA PROPERTY
PHASE ONE

LL 59   6TH DISTRICT   FAYETTE COUNTY, GEORGIA

1) FINAL SURVEYORS CERTIFICATE

It is hereby certified that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist or are marked as "future" and their location, size, type, and material are correctly shown; this plat conforms to all requirements of Georgia Plat Act. By ______________

Registered Georgia Land Surveyor

No.__________

Date______________

2) FINAL PLAT APPROVAL

This plat complies with the zoning regulations, the land development ordinance and all other regulations governing the land development for the City of Peachtree City.

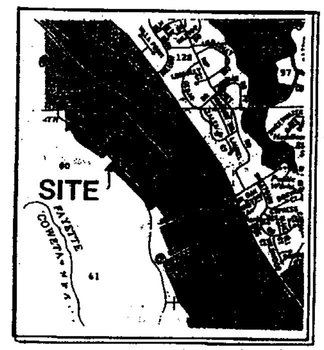
City Engineer __________ Date __________

City Planner __________ Date __________

Mayor/City Manager __________ Date __________

City Clerk __________ Date __________

GEORGIA, FAYETTE COUNTY
Filed and Recorded this ________ day
of ________, 19___ ________M.
Book ________ Page ________
W. A. Ballard Clerk



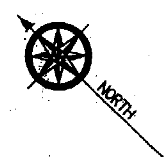
VICINITY MAP (NTS)

SETBACKS (G-I ZONING)
FRONT: 50'
SIDE: 20'
REAR: 50'

NOTE: 10' DRAINAGE EASEMENT EXISTS ALONG ALL SIDE AND REAR PROPERTY LINES.

NOTE: 5/8" REBAR TO BE SET AT ALL LOT CORNERS.

In my opinion, this property does not lie within the 100 year flood plain.



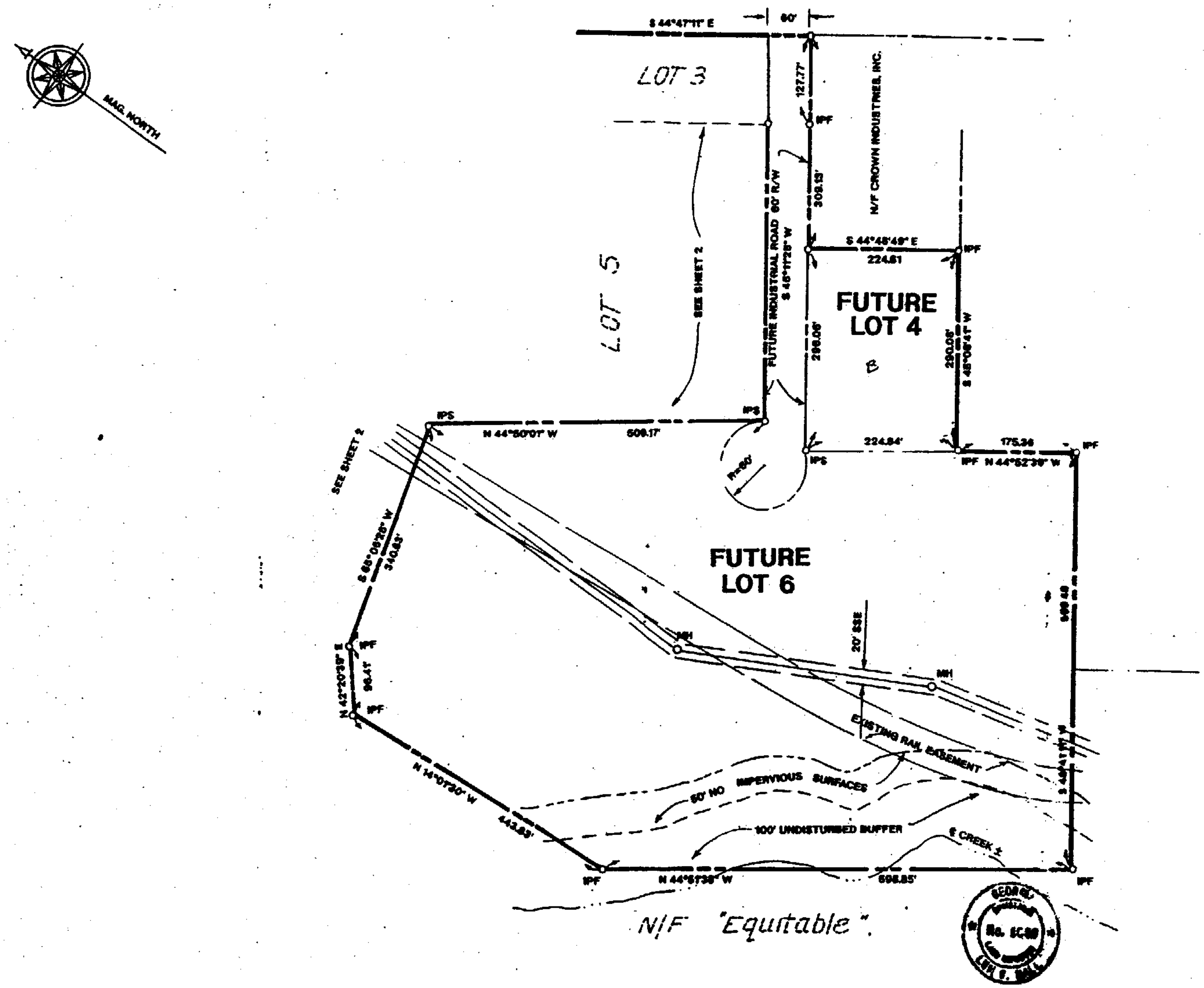
Hamilton

PREPARED FOR
EXPOSAIC OF GEORGIA, INC.
P.O. BOX 2530
WINCHESTER, VA. 22601

DATE: 8/1/
SCALE: 1"= 1

EXISTING PLAT OF REC(

Attachment "B"



Hamilton
ENGINEERING & DESIGN CO., INC.

PLAT OF SUBDIVISION

EXPOSAIC OF GEORGIA, INC. PROPERTY

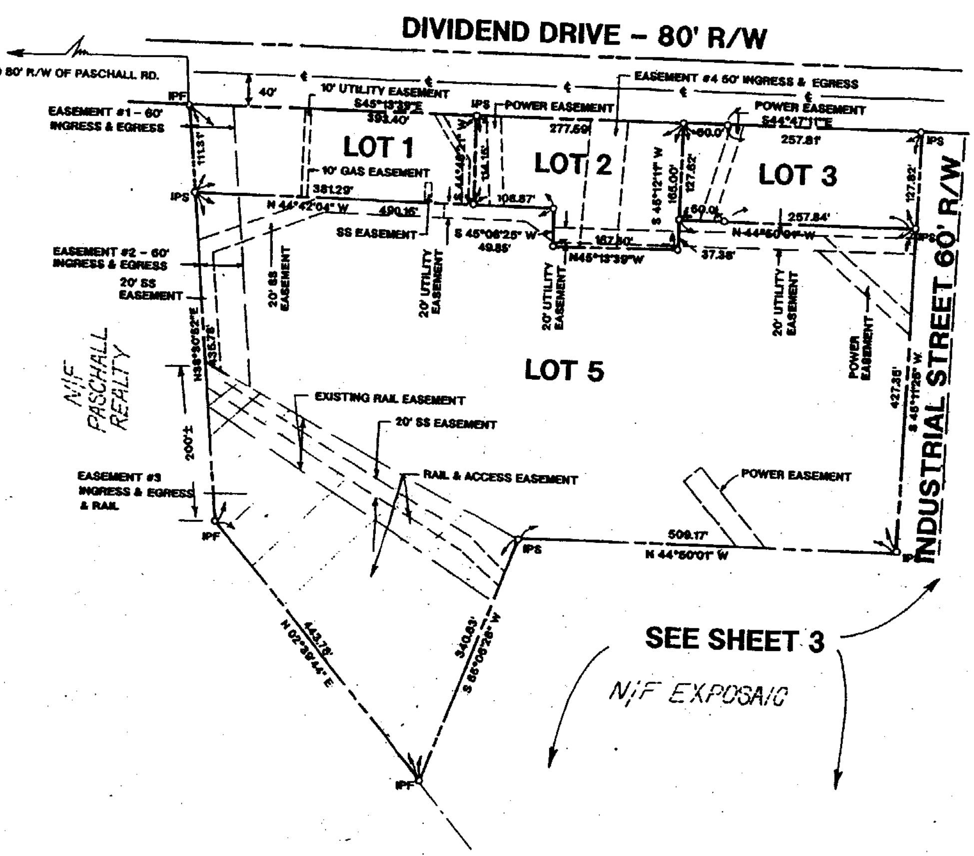
LL59 6TH DISTRICT, FAYETTE COUNTY, GEORGIA

REV.

DATE: 8/1/

SCALE: 1"= 1

SHEET



LOT SUMMARY	
LOT#	AREA
1	43,560 S.F.
2	40,210 S.F.
3	40,626 S.F.
4	1.496 ACRES
5	10.8 ACRES
6	14.014 ACRES

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A PRECISION OF ONE FOOT IN 25,000 FEET AND AN ANGULAR ERROR OF 5" PER ANGLE POINT AND WAS ADJUSTED USING COMPASS RULE.

EQUIPMENT USED TOPCON GTS 303
THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 100,000 + FEET.

LEGEND

I.P.F.	IRON PIN FOUND
I.P.S.	IRON PIN SET
P.P.	POWER POLE
T.P.	TELEPHONE POLE
O.H.P.	OVERHEAD POWER
O.H.T.	OVERHEAD TELEPHONE
M.H.	MANHOLE
W.M.	WATERMETER
C.O	CLEAN OUT
℄	PROPERTY LINE

PREPARED FOR: EXPOSAIC OF GEORGIA, INC.
P.O. BOX 2530
WINCHESTER, VA. 22601
703-667-7700

SURVEY BY LUM HALL & ASSOCIATES, INC. FAYETTEVILLE, GA. 30214 770-461-4865

Hamilton ENGINEERING & DESIGN CO., INC.

PLAT OF SUBDIVISION

EXPOSAIC OF GEORGIA, INC. PROPERTY

LL59 6TH DISTRICT FAYETTE COUNTY, GEORGIA

REV. 9

DATE: 8/1/

SCALE: 1"= 1(

SHEET 2

Sec. 1008. GI general industrial district.

(1008.1) *Intent of district:* It is intended that the GI zoning district be established and reserved for basic or primary types of industrial uses which involve extensive manufacturing, processing or assembly operations. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible environment for industries which require sizable tracts of land and/or employ large numbers of workers. The intention is also to reserve and protect undeveloped areas of Peachtree City which are suitable for such industries, and to discourage encroachment by other uses which are capable of adversely affecting the basic industrial character of the district.

(1008.2) *Permitted uses:* The following uses shall be permitted in any GI zoning district: All uses permitted in section (1007.2) for limited industrial (LI) zoning district, with a minimum lot area of 40,000 square feet and a minimum lot width of 150 feet. (Ord. No. 201, 6-5-1980)

(1008.3) *Conditional uses:* The following uses shall be permitted in any GI zoning district on a conditional basis:

(a) All conditional uses permitted in subsection (1007.3) for LI zoning districts (except paragraph (a)), subject to the same conditions.

(b) Open yard for the storage of materials or equipment, excluding junk or salvage materials, provided the yard is securely fenced with a wall or fence at least six feet in height above finished grade.

(c) Open yard for a land fill provided that the yard is separated from adjoining properties by a suitable planting screen, fence or wall at least eight feet in height above finished grade. The required screen, fence or wall must be of an attractive appearance and provide for a visual separation between the use and adjoining properties. No open burning of materials or products shall be conducted on the premises at any time.

(1008.4) *Other requirements:* Unless otherwise specified in this ordinance, uses permitted in GI zoning districts shall conform to the following standards:

(a) (1) Minimum zoning lot area: 80,000 square feet.

(2) Minimum zoning lot area complying with the LI requirements: 40,000 square feet.

(b) (1) Minimum lot width: 200 feet.

(2) Minimum lot width complying with the LI requirements: 150 feet.

(c) Minimum front setback depth: 50 feet.

(d) Minimum side setback depth: 20 feet. If adjoining a residential zoning lot, the building setback shall be 100 feet.

(e) Minimum rear yard: 50 feet. If adjoining a residential zoning lot, the building setback shall be 100 feet.

(f) Maximum building height and structure height: Unlimited, but if over 35 feet, it must be approved by the fire department and, if applicable, by federal air space regulatory agencies prior to any construction.

(g) Parking: See section 909.

(h) Signs: See Peachtree City sign ordinance.

Cross references: The "sign ordinance" is found in § 66-1 et seq. of the Code.

(i) No automobile parking or service areas will be permitted within the required front setback depth or within 50 feet of the property line of any adjoining residential zoning lot.

(j) All lights or lighting arrangements used for purposes of advertising, security or night operations must be directed away from adjoining or nearby zoning lots.

(k) No open burning will be permitted on any zoning lot.

(l) All industries must be approved by state and federal regulatory agencies relative to meeting standards for environmental quality.

(m) A landscape plan is required for the site, and must be reviewed by a registered landscape architect to be designated by the city and by the planning commission prior to issuance of occupancy permit. If no action is taken or time extended within 30 days from filing, such request shall be considered approved. The landscape plan shall be fully implemented prior to occupancy and if not completed an occupancy permit will not be issued. If it is infeasible to complete the landscaping due to weather conditions or other extenuating circumstances then the owner shall post a performance bond or other acceptable security in an amount equal to 110 percent of the cost of the landscaping improvements which remain incomplete. The owner shall have a one-year period in which to complete the required improvements in a [satisfactory manner.]

The owner shall provide adequate maintenance of the landscaping improvements for a minimum of one year from implementation. The city shall inspect special screening at least once during this period to ensure that the approved plan has been fully implemented and maintained. If it is found that the landscaping, as stated in this section, has died within the one-year period such landscaping shall be replaced by the owner.

(n) Item (m) above shall be a binding standard on all development after March 5, 1981. Development completed prior to this date will not need to meet such standards now or in the future and will be limited to a 20-foot front setback depth.

(Ord. No. 201, 6-5-1980; Ord. No. 233, 4-2-1981; Ord. No. 366, § 19, 5-22-1985)

Sec. 1007. LI limited industrial district.

(1007.1) *Intent of district.* It is intended that the LI zoning district be established for light industrial uses which are not significantly objectionable, in terms of appearance, noise, odor, fumes, etc., to surrounding properties. The regulations which apply within this district are designed to encourage the formation and continuance of a compatible environment for uses of a light industrial nature, to protect and reserve undeveloped areas of Peachtree City which are suitable for such industries, and to discourage encroachment by other uses which are capable of adversely affecting the limited industrial character of the district.

(1007.2) *Permitted uses.* The following uses shall be permitted in any LI zoning district provided no noise, vibration, smoke, gas, fume, odor, dust, fire hazard, radiation or other injurious or obnoxious condition related to those uses creates a nuisance beyond the premises on which they are located.

(a) Accessory uses to permitted uses;

(b) Agriculture and forestry;

(c) Animal care wholly within a building;

(d) Automotive, boat and trailer sales and service;

(e) Building materials and farm equipment;

(f) Commercial recreation and entertainment;

(g) Communication;

(h) Community facilities;

(i) Construction facilities;

(j) Education;

(k) Light manufacturing, processing, and assembly, including research and development;

(l) Printing;

(m) Religious;

(n) Services;

(o) Transportation and storage;

(p) Wholesale trade.

(Ord. No. 430, 5-7-1987)

(1007.3) *Conditional uses.* The following uses shall be permitted in any LI zoning district on a conditional basis:

(a) Open yard for the storage of materials or equipment, excluding junk or salvage materials, provided that the area is entirely screened from the street and adjoining properties by a suitable fence or wall at least six feet in height above finished grade. The above required fence or wall must provide for a reasonable visual separation between the use and adjoining properties.

(b) Retail business; provided such business is incidental to a permitted use or is intended to primarily serve the commercial needs of the uses permitted in the LI zoning district.

(c) One-family dwelling, provided such dwelling is incidental to a permitted use for purposes of housing a watchman or caretaker, and provided there is only one dwelling on a zoning lot of at least ten acres in area.

(Ord. No. 408, 8-21-1986; Ord. No. 430, 5-7-1987)

(1007.4) *Other requirements:* Unless otherwise specified in this ordinance, uses permitted in LI zoning districts shall conform to the following standards:

(a) Minimum zoning lot area: 20,000 square feet.

(b) Minimum lot width: 100 feet.

(c) Minimum front setback depth: 30 feet.

(d) Minimum side setback depth: 20 feet. If adjoining a residential zoning lot, the building setback shall be 100 feet.

(e) Minimum rear setback depth: 20 feet. If adjoining a residential zoning lot, the building setback shall be 100 feet.

(f) Maximum building and structure height: Unlimited, but if over 35 feet, it must be approved by the fire department, and if applicable, by federal air space regulatory agencies prior to any construction.

(g) Parking: See section 909.

(h) Signs: See Peachtree City sign ordinance.

Cross references: The "sign ordinance" is found in § 66-1 et seq. of the Code.

(i) No automobile parking or service areas will be permitted within the required front setback depth or within 30 feet of the property line of any adjoining residential zoning lot.

(j) All parking and service areas must be separated from adjoining residential lots by a suitable planting screen, fence or wall at least six feet in height above finished grade. The required screen, fence or wall must provide for a reasonable visual separation between the properties.

(k) All lights or lighting arrangements used for purposes of advertising, security or night operations must be directed away from adjoining or nearby residential zoning lots.

(l) No open burning will be permitted on any zoning lot.

(m) All industries must be approved by state and federal regulatory agencies relative to meeting standards for environmental quality.

(n) A landscape plan is required for the site, and must be reviewed by a registered landscape architect to be designated by the city and by the planning commission prior to issuance of occupancy permit. If no action is taken or time extended within 30 days from filing, such request shall be considered approved. The landscape plan shall be fully implemented prior to occupancy and if not completed an occupancy permit will not be issued. If it is infeasible to complete the landscaping due to weather conditions or other extenuating circumstances then the owner shall post a performance bond or other acceptable security in an amount equal to 110 percent of the cost of the landscaping improvements which remain incomplete. The owner shall have a one-year period in which to complete the required improvements in a satisfactory manner.

The owner shall provide adequate maintenance of the landscaping improvements for a minimum of one year from implementation. The city shall inspect special screening at least once during this period to ensure that the approved plan has been fully implemented and maintained. If it is found that the landscaping, as stated in this section, has died within the one-year period such landscaping shall be replaced by the owner.

(o) Item (n) above shall be a binding standard on all development after March 5, 1981. Development completed prior to this date will not need to meet such standards now or in the future and will be limited to a 20-foot front setback depth.

(Ord. No. 199, 6-5-1980; Ord. No. 233, 4-2-1981; Ord. No. 366, § 19, 5-22-1985)

INDUSTRIAL PARK M-II — DIVIDEND DISTR

	Tract	Existing Land Use	Proposed Land Use	Existing Zoning	Notes
1.000	Magnolia Corner Bldg.	IND	IND	GI	
2.000	297 Dividend Complex	IND	IND	GI	
3.000	Earl's Car Care/More Storage	IND	IND	GI	
4.000	Release Industries Bldg.	IND	IND	GI	
5.000	MA Industries Complex (303)	IND	IND	GI	
6.000	Industrial Services Bldg.	IND	IND	GI	
7.000	Photocircuits Bldg. (309)	IND	IND	GI	
8.000	Execusoft Bldg.	IND	IND	GI	
9.000	Alenco	IND	IND	GI	
10.000	Bearden Bldg. (401)	IND	IND	GI	
11.000	Alta Refrigeration (403)	IND	IND	GI	
12.000	Williams Brothers	IND	IND	GI	
13.000	Gilliland Complex	IND	IND	GI	
14.000	Peachtree Extruded Products	IND	IND	GI	
15.000	Blue Circle Materials	IND	IND	GI	
16.000	Undeveloped, Pathway	IND	IND	GI	
17.000	Universal Refining	IND	IND	GI	

Attachment "E"

INDUSTRIAL PARK MUI ... DIVIDEND DISTR

	Tract	Existing Land Use	Proposed Land Use	Existing Zoning	Notes
18.000	Electric Substation	IND	IND	GI	
19.000	Undeveloped, Pathway	IND	IND	GI	
20.000	UPS Bldg.	IND	IND	GI	
21.000	Dividend Center, Bldg. I	IND	IND	GI	
22.000	Dividend Center, Bldg. II	IND	IND	GI	
23.000	Undeveloped, Pathway	IND	IND	GI	
24.000	Multi Plastics Bldg.	IND	IND	GI	
25.000	1135 Bldg.	IND	IND	GI	
26.000	MEI Corp. Bldg.	IND	IND	GI	
27.000	World Class Aviation Bldg.	IND	IND	GI	
28.000	Undeveloped, Pathway	IND	IND	GI	
29.000	Photocircuits Complex (810)	IND	IND	GI	
30.000	CFC Bldg.	IND	IND	GI	
31.000	Spyraflo Bldg.	IND	IND	GI	
32.000	Fairburn Ready Mix	IND	IND	GI	
33.000	Photocircuits Bldg. (350)	IND	IND	GI	

INDUSTRIAL PARK M-II — DIVIDEND DISTR

	Tract	Existing Land Use	Proposed Land Use	Existing Zoning	Notes
34.000	Undeveloped, Pathway	IND	IND	GI	
35.000	Photocircuits Bldg. (320)	IND	IND	GI	
36.000	Cover Warehouses	IND	IND	GI	
37.000	Undeveloped, Proffitt	IND	IND	GI	
38.000	Semtronics	IND	IND	GI	
39.000	Office/Warehouse	IND	IND	GI	
40.000	Undeveloped, Proffitt	IND	IND	GI	
41.000	Plastikos Bldg.	IND	IND	GI	
42.000	Alternate Energy Bldg.	IND	IND	GI	
43.000	Body Magic Complex	IND	IND	GI	
44.000	Crown Andersen Complex	IND	IND	GI	
45.000	Undeveloped, Berry (rear)	IND	IND	GI	
46.000	Berry Bldg.	IND	IND	GI	
47.000	Undeveloped, Berry (front)	IND	IND	GI	
48.000	Hamilton/Berry Center	IND	IND	GI	
49.000	Norman Paschall Complex	IND	IND	GI	

UNAPPROVED EXCERPT OF MINUTES

OF PLANNING COMMISSION MEETING

OF DECEMBER 13, 2004

PH-04-09 **Proposed Rezoning; Lots 1, 2 and 3, Former Exposaic Tract; GI to LI; Dividend Drive.**

Mr. Ed Koons of Hamilton Engineering was in attendance to introduce the agent for the rezoning. He gave a brief history and background of this property and the rezoning request. He explained that the property had previously been divided into six lots; and the rezoning would affect Lots 1, 2 and 3 which fronted on Dividend Drive. Mr. Koons also stated that the depth of the three lots and the required building setbacks identified within the GI zoning district limited the development potential of these lots which was the reason the LI Limited Industrial zoning was proposed.

Mr. John Proffitt III, the agent for the rezoning, was also in attendance. He further explained their plans to develop four office buildings on this site. He noted that they had worked with City Staff to meet the City's design requirements.

Mr. Rast stated that this was one of the older sites in the industrial park and explained the limitations of the GI zoning district. He said that staff was in favor of the rezoning, the site plan met the required setbacks, and a significant amount of greenspace would be provided on the site.

No one else spoke in favor of the proposed rezoning nor did anyone speak in opposition to it.

In response to questions from Mr. Payton, Mr. Rast stated that the access easement on the south side of the property would remain in place and there would be no additional curb cuts.

Mr. Green confirmed that the Applicant would be required to bring his conceptual site plan back to the Planning Commission. The plan proposed as a part of the rezoning application was only a concept.

Mr. Payton asked whether the Applicant had agreed to the architectural requirements of the approval. Mr. Rast stated that Mr. Proffitt wanted to do something that was complementary to what was already there but not duplicate it.

Attachment "F"

Mr. Mullin asked whether the new footprint stayed within the new setbacks. Mr. Proffitt indicated that it did.

In response to a question from Mr. Green, Mr. Rast stated that Mr. Proffitt intended to use the existing parking and not add any additional impervious surface.

The Commissioners also wondered about the power lines on the site. Mr. Koons stated that all future power lines would be underground.

After discussion, a motion was made by Mr. Scott, seconded by Mr. Johnson, and unanimously adopted that the proposed rezoning from GI to LI for Lots 1, 2 and 3 of the former Exposaic tract be forwarded to City Council with a recommendation for approval and that the zoning be subject to the following understandings and conditions:

1. *The conceptual site plan is intended only to suggest a concept and shall not be considered the final approved development plan. That plan must be prepared and approved as part of the regular conceptual site plan review process and shall meet applicable ordinances and guidelines.*
2. *The Applicant must agree to install the cart path as shown on the conceptual site plan as a part of this development.*
3. *All buildings shall be similar in design and shall include similar building materials and color selections.*

The Applicant agreed to the conditions.

Mr. Rast noted that this item was on the agenda for the January 6, 2005, City Council meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Financial Services Director P.S.

FROM: **Developmental Services Director**

DATE: **December 21, 2004**

SUBJECT: **TDK Preliminary Re-Engineering**
City Council Agenda January 6, 2005

Recommendation:
Staff is recommending approval of the attached agreement with the Peachtree City Airport Authority to provide funding for the preliminary redesign of the TDK Extension.

Discussion:
City Staff has been working with the Airport Authority, FAA, Pathway Communities, Sequoia Golf, Fayette County and the Engineering consultants to identify an alternative route for the TDK Extension that will resolve issues identified with the existing design. The existing design routed the TDK Extension through the Airport Safety Zone that was shown on historical Airport Master Plan documents. When this plan was submitted to the FAA for their review, they could not support this routing due to current FAA regulations. URS, the design firm on this project, originally submitted a cost of $44,000 for the additional design work. Staff negotiated a revised cost of $14,565 since it was Staff's position that URS should have coordinated with the FAA at an earlier time in the design process. Since this new route will support their long-range plans, the Airport Authority has agreed to participate in funding the design. The parties have come to a <u>conceptual</u> agreement on a plan for a relocated section that will accomplish the following goals:

- Remove the road from the airport safety zone.
- Allow the golf course to operate continuously with minimal disturbance.
- Minimize the cost of Right Of Way acquisition.

Budget Impact:

Preliminary Design Phase

• Engineering re-design (Airport Authority funding)	$10,000
	$10,000

Final Design Phase

• Appraisal of three sites to finalize land agreements	$ 8,000
• Mandatory environmental review for new alignment	$ 6,000
• Geotechnical soils testing for new alignment	$12,745
• Complete final construction bid set design drawings	$ 4,565
• Surveyor to stake centerline, right-of-way, and slope easements	$ 7,500
• **Final design total**	$40,810

The source of the additional funding needed to complete the re-design has yet to be identified. Staff is working with all parties involved.

CWS/jir

Attachment

PEACHTREE CITY AIRPORT AUTHORITY

December 9, 2004

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

Dear Bernie:

The Peachtree City Airport Authority voted last evening to offer $10,000.00 to Peachtree City for the expressed purpose of TDK Boulevard redesign. The intergovernmental agreement will become invalid if not executed within 60 days by Peachtree City officials.

The Authority thanks you and your staff for all of your efforts on this project. Please let me know if there is anything else we can do to assist.

Sincerely,

Cathy Nelmes
Chairman

Cc: Mayor
City Council
Airport Authority
Airport Manager

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INTERGOVERNMENTAL AGREEMENT FOR TDK REDESIGN

This Agreement , entered into on ______________________,2004, by and between the City of Peachtree City ("City") and Peachtree city Airport Authority ("Airport Authority") as follows:

WHEREAS, the City was responsible for completion of design documents associated with the TDK extension; and,

WHEREAS, the road bed had to be relocated due to conflicts with the Runway Safety Zone at the North end of Falcon Field, and

WHEREAS, funding for the redesign is limited by budget constraints; and,

WHEREAS, the redesign is critical in determining other issues, including but not limited to, appraisals, land acquisition, right of way constraints, golf hole movement and design, and airport operational issues; and,

WHEREAS, the Airport Authority must meet FAA funding deadlines; and,

WHEREAS, the City has requested the Airport Authority assist the City in sharing in the costs associated with redesign;

WHEREAS, the Airport Authority has agreed to cooperate with the City in the costs of redesign as more fully described herein below.

NOW, THEREFORE, for and in consideration of One ($1.00) dollar in hand paid, the receipt of which is hereby acknowledged, the Airport Authority and City have agreed as follows:

1. The Airport Authority will provide the City with a $10,000, lump sum payment to assist with the TDK redesign. Payment to be made at the time of execution of this agreement by the parties hereto.
2. For this consideration, the City agrees to direct URS Atlanta to proceed with the preliminary design phase of the project to include, but not limited to, topographic survey, cover sheet, plan sheets, profile sheets, storm drainage plans, storm drainage profiles, erosion control plans, cross sections at 50 foot intervals, and required right-of-ways. Copies of the above deliverables must be completed and delivered to the Airport Authority within 90 days after execution of this agreement.

IN WITNESS WHEREOF, the parties have affixed their hands the date first set forth above.

PEACHTREE CITY AIRPORT AUTHORITY

By:______________________

Catherine M. Nelmes, Chairman

____

Witness

CITY OF PEACHTREE CITY

By:______________________

Stephen D. Brown, Mayor

____

Witness