



CITY COUNCIL MEMBERS

Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

City Council of Peachtree City

REVISED AGENDA

December 20, 2018

6:30 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Presentation on New Fayette Monument – Fairy Wortham, HOMEFRONT FAMILIES &
Children of Our Military Heroes
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
December 6, 2018, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Renewal of Insurance Brokerage Services
 - 2. Consider Provisional Alcohol Licenses – Publix, Italian Oven, Peachtree East Shopping Center
 - 3. Consider Amended Alcohol License Fees
 - 4. Consider Appointment(s) to Peachtree City Airport Authority – Max Braun, Kevin Lund - Alternate
 - 5. Consider Brand Name Provider for Patrol Vehicle Video Systems – Coban Technologies
 - 6. Consider Pawnbroker Ordinance and Fees
 - 7. Consider Revised Tower Agreement Lease Amount
 - 8. Consider Addition of New Job Title within the Fire Department (Firefighter/EMT-Uncertified, Grade 13)
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 12-18-01 Ordinance to Annex Unincorporated Islands on Northwest City Boundary,
Parcels 0745 008 and 0745 004 (Robin Cailloux)
 - 12-18-02 Public Hearing- Zoning of Unincorporated Islands on Northwest City Boundary, Parcels
0745 008 and 0745 004 (Robin Cailloux)
 - 12-18-03 Public Hearing– Consider Amended Step 2 Annexation and Zoning Request, SR 54 East,
Brent Holdings, LLC/Ravin Homes, Inc. (Robin Cailloux)
 - 12-18-04 Consider Second Draw on Government Finance Corp. Master Lease
(Paul Salvatore)
- X. Council/Staff Topics
Employee Referral Incentive Program (Ellece Brown)
2018 Street Paving Program Report (Jonathan Miller)
- XI. Executive Session
- XII. Adjourn



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

**City Council of Peachtree City
Meeting Minutes
Thursday, December 6, 2018
6:30 p.m.**

The Mayor and Council of Peachtree City met in regular session on Thursday, December 6, 2018. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Kevin Madden, and Phil Prebor. Mike King was absent.

Announcements, Awards, Special Recognition

Fleisch recognized Police Lt. Mark Brown for 25 years of service and honored former Municipal Court Judge Stephen Ott.

Public Comment

Charles Wilson told Council he moved to Peachtree City in 1978, moved away, and returned upon retirement. One of the City's attractions was that it was a planned community, but he said he was concerned when he read about a proposal for the area along SR 54 around City Hall and the Aberdeen Village Shopping Center. Wilson believed it would take down two of the oldest churches in the City, one of which he attended. He was appalled by this plan and noted there were other commercial areas nearby that could be developed instead, such as the intersection of SR 54 and 74. Wilson said if people wanted to live in a high-rise community, they would have moved to Atlanta. He wanted to verify that no Council members had a financial interest in this development. Wilson remarked that his pastor said he was asked to keep this quiet, and Wilson wondered why that was so. He felt discussion in government should be open.

Minutes

Ernst moved to approve the November 15, 2018, regular meeting minutes. Madden seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Sole Source Purchase of Amphitheater Seating – Contour Seats, Inc.**
- 2. Consider Acceptance of SAFEbuilt Donation for Christmas Luncheon**
- 3. Consider Tower Lease Renewal**

Prebor moved to approve Consent Agenda items 1, 2, and 3. Ernst seconded. Motion carried unanimously.

New Agenda Items

12-18-01 FY2019 Year-End Fiscal Analysis (unaudited)

City Manager Jon Rorie said the following items would be presented in a team approach led by Financial Services Director Paul Salvatore and himself, along with administrators from Human Resources, Public Works, Recreation, and the Police and Fire Departments. The year-end analysis would be discussed, followed by discussion of a cost of living adjustment and a budget amendment.

Salvatore offered basic facts about the budgeting process, saying the fiscal year (FY) ran from October 1 to September 30, and staff was currently preparing for the FY 2018 financial audit. The audits must be submitted to the state within six months of the fiscal year end, which would be March 31. Auditors would arrive shortly after the first of the year to begin their fieldwork, Salvatore noted, and staff had already compiled a lot of figures for them. He said these unaudited numbers would be used in this presentation to show how FY 2018 ended compared to the projections in the five-year financial model used during the budget discussions. Topics to be covered included

salary and benefits impacts, budget amendments and rollovers, capital improvement plan (CIP) amendments, and the impact on the City's cash reserve.

The City's projected revenues for FY 2018 had been about \$35.8 million, Salvatore noted, but the unaudited numbers showed that the actual intake was about \$36.9 million, a favorable variance of more than \$1 million. The biggest surplus came from motor vehicle taxes. Salvatore said they were hard to predict and usually came in under projections, but were higher than anticipated in 2018. Sales taxes were \$206,000 more than anticipated. Sales taxes were the City's second largest revenue source, and the overage, while large, was only about 2% or 3% more than what was projected. Salvatore went on to note that the insurance premium tax came in ahead of projections. Golf cart registration fees were slightly higher than projected, as were building permit fees. Salvatore noted that the more building permits that were issued, the more the City paid to SAFEbuilt to service them, so the extra revenue had an offsetting expense. Court fees and fines were a little less than projected, but were higher than last year. Hotel/motel taxes were higher than anticipated.

Salvatore said interest revenues were higher than anticipated because interest rates had increased, and the City had increased cash reserves. He noted that higher interest rates also meant the overall cost of living would increase, such as for interest on home and car loans.

The final items were one-time anomalies, Salvatore explained. The City received a one-time reimbursement for storm expenses from the Federal Emergency Management Agency (FEMA). There was also the transfer of Convention and Visitors Bureau (CVB) employees to the City's payroll. Both of these included corresponding expenses. There were also transfers from the capital fund to the General Fund. Salvatore pointed out again that these were one-time revenues; the City could not count on having an extra \$1 million every year. The on-going impact would be more like \$350,000.

The projections for the expense side were closer to the actual figures, Salvatore noted. The projected spending was about \$36 million; expenses came in at about \$35.7 million, which was approximately \$370,000 to the good. Most of the savings came from departmental operating budgets, with a small portion from general administration and interfund transfers.

The variance in revenues and expenditures totaled \$1,447,359. Salvatore said they had anticipated that the fund balance would drop by \$183,000; instead, it went up by \$1.2 million. Likewise, they expected the ending reserve balance to be about \$13.6 million, but it ended up being around \$15.1 million. He reminded Council that this included carryover expenses, which were funds that should have been spent in 2018, but were not. These were expensed early in FY 2019. Removing this \$321,000 in carryover expenses brought the fund balance to about \$1.125 million. When factored with the expenses, which were \$370,000 to the good, these carryover expenses caused them to drop to about \$50,000 to the good.

Ongoing adjustments to the financial model included a conservative addition of \$350,000 to revenues in the General Fund. On the expense side, staff was proposing \$250,000 in one-time expenditures, which would be discussed later in the presentation.

Salvatore showed a summary of the five-year financial model that displayed the reserves and ending balance projections and the cash reserve as a percentage of the total budget. The model for FY 2018 showed the use of \$183,000 in cash reserves, leaving an ending cash balance of \$13.6 million, which was 38%. The unaudited actual figures showed that instead of using the \$183,000 in cash reserves, the City wound up with an additional \$1.2 million, ending up with the \$15.1 million he mentioned earlier, which was 42%. In the FY 19 adopted budget, the carryovers of \$250,000

would add about \$176,000 to the cash reserves, but the use of cash reserves would drop that total to about \$275,000. He said the total revenues would still increase, with the model showing an anticipated ending point of \$13.8 million; the new projection was \$14.7 million, or 39%. There was about a 1% difference.

Rorie took over to delve into how those figures impacted issues such as CIP amendments, salary cost of living adjustments, and budget amendments. The key was to look at the figures for the end of FY 2018, he said, noting that the budget was composed of projections, with decisions made based on priorities, service level impacts, and capital level impacts. By the time he had presented the manager's proposed budget, Rorie remarked, he had already cut a number of items based on those standards. He asked Council to recall that the goal was to balance revenues and expenditures. Salvatore had said department heads were always asked to come in under budget, but Rorie said that was difficult to determine. The budget was established with an expense of 100%; Council assumed that all the money would be spent because a budget was a spending plan, not a savings plan. However, department heads were encouraged to execute their budgets at about a 97% or 98%. That led to the concept of rollovers.

Rorie asked Salvatore to give an example of a budget item that was rolled over from FY 2018 to FY 2019. Salvatore said they were waiting on delivery of a simulator for the Fire Department at the end of the fiscal year. It was ordered for delivery prior to year-end, but arrived after September 30, so it could not be included in FY 2018. Salvatore pointed out that Tourism Product Development (TPD) money from the hotel/motel tax had to be spent on certain things, and much of it was rolled over to FY 2019. Rorie noted that some things could not be controlled, and that was part of the process.

12-18-02 Consider Budgeted Cost of Living Adjustment

Rorie explained that Human Resources Director Ellece Brown had laryngitis, so he would be presenting information on the cost of living adjustments.

Madden had a question for Salvatore, asking how money collected for building permits was paid to SAFEbuilt. Salvatore said SAFEbuilt got 75% of the money for handling services associated with inspections. The money left for the City covered administrative costs and overhead. Permits, by law, could not be a profit-making operation. Prebor noted that \$22,000 of the \$88,000 in permit fees went to the City. Fleisch said it was also important to note that the amount of money spent on permits upped the value of property or created new buildings that positively impacted the tax base. City Attorney Ted Meeker said the City was only allowed to cover its costs through permits, and he was not sure the building department ever covered all of its expenses through permits. Rorie said there was about a 7% subsidy.

Prebor asked about the FEMA reimbursement listed on the revenue side. Assistant Finance Director Kelly Bush told him that covered cleanup from Hurricane Irma, which took place at the end of FY 2017, but the money was not received until FY 2018. Madden noted there was a cost associated with this money, and Salvatore confirmed the City had to offset it dollar for dollar.

Prebor asked what was meant by the term "subsidy" on Salvatore's five-year model. Rorie said that was money pulled from cash reserves. Tonight, he would be proposing that \$250,000 be pulled from cash reserves, which would affect the balance. Salvatore said it would still be ahead of where it was projected during budgeting.

Rorie returned to the topic of salaries and benefits. He pointed out that the City's roadway assets were valued at \$206 million. Through General Fund and Special Purpose Local Option Sales Tax (SPLOST) dollars, the City invested about \$5 million into the roadways, including signs and

maintenance, in FY 2018. This was the first year during his tenure the City had been able to do this, and the investment amounted to 2.43% of the total budget. That asset was not just paving; it included 192.8 miles of pavement, valued at nearly \$40 million, and 353 miles of curb and gutter, valued at about \$65 million. Stop bars cost \$75 apiece, and there were 308 in the City, with a total value of \$23,100. He said he would budget about \$27,000 to re-paint all the stop bars in the City.

The largest asset the City maintained was its roadway network, and Rorie said resurfacing and maintaining that asset had been a constant topic ever since he came to the City in 2011. This year was the first time the City had been able to invest \$5 million into that asset.

Rorie showed an engineering chart with the cost impact of delaying road maintenance. A two-inch mill and pave that cost \$152,000 a mile would, if delayed and the road condition got worse, require full-depth reclamation that cost more than \$200,000 per mile. This was the engineer's version of saying "a stitch in time saves nine." Prebor asked if this chart could be put up on the City website, and Rorie said the entire presentation could be, but he thought it had been posted in the past. Prebor said it was good information.

More than 15,000 residents left the City each day to go to work, Rorie noted, while about 16,000 people who lived outside the City commuted to it to work each day. About 31% of people working in the City drove 25 to 50 miles to get to their jobs. Of those who drove into the community, 18% drove 25 to 50 miles. He said the chart did not show where they worked or why they were willing to commute. It was an economic decision people made, Rorie said, noting that he would not commute to Atlanta for \$10 an hour, but might for a higher figure.

Rorie explained why he presented these statistics. There was an asset in the City that needed to be maintained, and there were decisions people made every day as to where they lived, worked, and played, with work being a big part of that. Any discussion of the City's salary and benefits package had to look at these concepts.

Rorie read from City policy: *"The City Manager or designee may make or call to be made such comparative studies as he or she deems necessary of the factors affecting the level of salary ranges prior to the preparation of the annual budget, as well as at other times during the year. On the basis of information derived from such studies, the City Manager may make recommendations for changes in salary ranges as necessary to maintain the fairness, adequacy, and competitiveness of the overall salary structure."* He summarized this as saying that maintaining the pay and compensation plan for Peachtree City sat on his shoulders. He had to analyze the data, even though it was a public policy decision. Rorie stated that a formal evaluation was needed every five years, and the last evaluation of the compensation plan was in 2014, meaning another was due in 2019.

Rorie's recommendation was for a 3.5% cost of living adjustment (COLA) across the board for all City employees. In the budget, they established a 2.5% increase as a placeholder, based on the estimated range of the consumer price index (CPI). Rorie recommended an additional 1%, bringing the total cost to \$389,997.

Rorie described the 2014 compensation study as determining whether the City's salary and benefits were competitive in the local labor market. Local labor market was defined as the area where people could change jobs without having to change residences. That was why it was important to know about the length of commutes. There was a balance between time and distance. Peachtree City was part of a larger labor market that included the broader Atlanta region. They often looked at other nearby Class B cities, such as Alpharetta and Kennesaw, but also considered the local market, including Fayette County, Fayetteville, Newnan, and Coweta

County, when making decisions. Rorie said it was clear the City competed for employees who were willing to commute outside the County. The 2014 compensation study also showed that the benefits offered by the City were competitive with the benefits offered at the cities and counties examined in the study.

The result of the 2014 compensation study was that Council repealed the 2000 Employee Job Classification and Compensation Plan and adopted the 2014 Employee Job Classification and Compensation Plan to remain competitive for recruitment/retention of talent in the local labor market. They had done nothing for 14 years to evaluate the compensation plan. Rorie referred to his "stitch in time" adage, noting it would be better to evaluate the situation periodically to avoid incurring major costs if a longer time elapsed between evaluations.

He said this year they sent out a request for salary and benefits information to 12 nearby jurisdictions and received six responses from fire departments and five from police departments. Rorie pointed out that it looked like they were competitive with the beginning salaries offered to firefighters, and he wanted to focus on Peachtree City, Fayette County, and Fayetteville. The starting salary for a Peachtree City firefighter/emergency medical technician (EMT) was \$38,652 a year. The total compensation package, which included health insurance and other items, came to \$69,825, which was competitive. He mentioned that Fayetteville's was \$72,488. The difference came from health insurance and starting pay, which was \$42,851 in Fayetteville. He said Fayetteville had only recently implemented that starting salary.

In Peachtree City, the starting salary for a police officer was the same as in the fire department, \$38,652, because, as Rorie explained, there should be parity in pay scales between the two departments. The starting salary for a Fayette County deputy sheriff was \$38,604, which was competitive. Fayetteville Police Officer II's starting salary was \$40,725, which seemed good if you looked only at salary. However, total compensation for a Fayetteville Police Officer II was \$69,536 compared to Peachtree City's \$69,983. It was an apples and oranges comparison when talking about the total compensation package, Rorie noted. Health insurance for a Peachtree City officer amounted to \$18,382, while a Fayetteville officer would see \$17,686 paid on his or her behalf. That amount was a question of how much of a percentage the City or the insured must pay, plus co-pays, deductibles, and so on. Rorie felt Peachtree City had a very competitive health insurance plan and could not be compared to Fayetteville's, regardless of the starting salary.

The next big piece of the puzzle was the defined benefits (DB) pension plan. Peachtree City paid \$6,441 for every police officer, while Fayetteville, with a higher starting salary, paid less. That was because DB plans were set up differently. Rorie explained that an employee from Peachtree City had a 2.5% pickup cost deducted from their salary to contribute to the DB plan. A Fayetteville employee saw 2 percent deducted from their salary. Rorie said it might look like the Fayetteville employee was getting the better deal, but the real question was what it looked like in the end. A Fayette County deputy had a total starting compensation package of \$64,343, but they must choose between a DB and a DC (defined contribution) pension plan. The DB plan called for a 2.5% employee deduction, and the County added another 3.8% on the employee's behalf. At least 10 years employment was required to invest. Upon retirement, the employee would get a multiplier for their benefit, and the benefit would be at 1.5%. In Peachtree City, it was 2%. If a Fayette County employee chose the DC plan, they did not contribute, and the County would contribute the 3.8%.

Rorie also pointed out that Fayette County's starting salary covered all hours up to about 2,200 a year. In Peachtree City, the salary covered up to 2,080 a year. Overtime kicked in after 40 hours in a week for a Peachtree City officer, but a Fayette County officer would have to work 86 hours over a two-week period to qualify for overtime. That affected the hourly rate, Rorie noted, saying

this showed that looking at a compensation plan required examining all aspects of salary and benefits.

At the end of the day, of course, there would be employees who would look only at salary, Rorie remarked.

Prebor asked why the City's worker's comp payment was so much higher than other areas. Rorie consulted with Brown, who said she was unsure. The payment was \$2,188 in Peachtree City. Bush stepped in to note that there were different levels depending on the type of job performed. She said there were several formulas used and noted this was the amount budgeted, not necessarily what was spent. Prebor said there were modifiers that went by the number of claims and said it would be good to work on getting the number of claims down. Rorie agreed, noting that every dime counted.

Rorie said he had shared all of this information to show how they looked at compensation in terms of recruitment and retention strategies and how to balance it out across the board. As of two weeks ago, he reported, there were 24 current full-time vacancies, including five firefighters, EMTs, and paramedics. Fire Chief Joe O'Connor said there were three new positions, plus vacancies where two people had left for other agencies. There were three openings for police officers, and five for maintenance workers for the rights-of-ways. Rorie said they had been advertising to fill those maintenance positions since July.

Rorie went on to note that the 12-month CPI was 2.5% through October 2018. That was where they got the figure for the COLA increase. Other data said U.S. salary budgets were projected to reach about 3.2% in 2019. There were increased job openings across the U.S., with a low unemployment rate. People were moving within the system. Rorie displayed a recruitment advertisement from the Georgia Bureau of Investigation (GBI). The minimum qualification for an officer was completion of a bachelor's degree. Anyone hired could become a Special Agent I at \$48,592 or a Special Agent II at \$58,276 or a Special Agent III at \$70,000. Rorie said the ranges depended on years of experience and other requirements. Peachtree City and the GBI were in the same labor market, and Rorie asked Police Chief Janet Moon if this had impacted her department. She responded that two employees left in September to join the GBI. The City of Fayetteville was also hiring police officers. Rorie pointed out that they paid \$40,425 for an Officer II position, while Officer I made \$36,000. Officer I was uncertified, meaning they did not have arrest powers. Fayetteville would hire them at \$36,000, and then pay them while they were training to become certified. Moon said Peachtree City hired uncertified officers, as well. Officer II in Fayetteville started at \$40,000. Officer III required intermediate certification and two years of experience, while a Master Officer must have advanced certification and four years' experience to start at \$45,000 in Fayetteville. Rorie noted that he was showing this for a reason.

The City of Alpharetta had a similar set-up for its police department. A certified officer could start at \$41,435, and one with an associate's degree would get an extra \$1,000. A bachelor's degree hiked the starting pay to \$43,500, while a graduate degree raised the starting pay even higher. Rorie noted that at the end of five years, an Alpharetta officer could make \$45,000, as would a Master Officer in Fayetteville with four years of experience. This was a representation of the market, and these salaries were determined through compensation studies, he remarked.

Rorie wondered what the impact of these vacancies was on service levels. In some cities, they had to implement brownouts and rolling closings of stations. He also asked about the impact on budgeting, noting that vacancies sometimes resulted in overtime in order to fulfill the duties of the open positions.

Rorie again stated that it was his recommendation to do a 2.5% COLA, plus an additional 1%. He showed how this would impact the salary for a starting certified police officer or firefighter. It would adjust the starting salary to \$40,000, as well as adjust everyone's salary throughout the salary scale. He said the scale was set up to show minimum, first quartile, mid-point, third quartile, and maximum. The starting salary for a certified officer would go from \$38,652 to \$40,004. Anyone who hit the first quartile would be at \$45,000. Alpharetta advanced its new hires to the first quartile through a combination of training and experience in four or five years, while in Peachtree City there was no mechanism to do that. That was known as progression, or, in the public service field, as career development programs (CDP). It rewarded officers for advanced training, which enabled them to become better officers and provide advanced service capacity throughout the community. He said the City was working on a mechanism to do that, but did not have it yet.

Rorie also noted that a 3.5% adjustment across the board would take the salary of a starting certified officer to \$40,584, which was almost the same as the salary for an Officer II in Fayetteville. It would put the City in the range associated with recruitment.

Another chart, which Rorie admitted he had not updated since June, showed that of 69 police officers, six were at the minimum salary or below. Between the minimum and the first quartile, which represented about \$45,000, were 35 officers, which was 50%. The numbers for the Fire Department were worse, Rorie stated, showing that 68.3% were between the minimum and the first quartile. The average years of service for the 50% in the Police Department was 4.9 years. It was 7.5 in the Fire Department. Rorie again noted there was zero mechanism to move them from beginning salary to the first quartile. The COLA only moved the line; it still kept them in the first quartile.

Rorie asked O'Connor about the high percentage of his personnel in the first quartile, and he replied that it was because so many had been hired since 2008 due to growth in the department. Until the pay study in 2014, they were hired at minimum salary, and that was where they remained. The City opted out of COLAs for several years, and the merit system went away. The 2014 plan brought them up to market, but left them essentially at starting pay. He said the merit program was the only thing moving people within the scale, and it was a flat \$1,200, regardless of salary. It amounted to about a 3% salary increase for firefighters, O'Connor noted. When COLA was approved, it just slid the scale upward. Last year, when COLA was instituted, they did not move the bracket all the way in order to provide a 1% separation between more experienced employees and those hired in the last 12 months. Nearly 70% of the department was in the first quartile, which would end at about \$43,500. Just getting them to that first quartile was the goal. O'Connor noted that 32% of the department was here when the City was growing and new development was pumping money into the system for COLAs and to fund the merit system. That accounted for many long-serving people who had been there a long time. O'Connor mentioned that Battalion Chief Ron Mundy had just announced his retirement after 36 years of service.

O'Connor said when he took over as Chief in 2012, one of the challenges he found was that they could only recruit at starting pay. Unlike other departments that could negotiate, he had too many people at starting pay, leaving no margin to add an extra 1% or 2% to a recruit's salary. Rorie said that was called internal equity, which meant they could not bring a new hire in at higher pay than existing employees in the same position.

Ernst brought up that if you were hired in 2008, when the economy was down, and there were no salary increases for six years, you would be making the same as someone who was hired yesterday. Rorie said his dad had been a shift lieutenant in the town of Southern Pines. His father had been with the fire department for 16 years and left because only \$1,000 separated him from

a new hire. That was the impact of doing nothing for the people who were already employed, Rorie noted.

Rorie returned to a chart he showed last year that highlighted the impact of COLA and CPI. He said it was not about making employees whole, but it was about evaluating salaries. In 2014, they implemented market rate adjustments to bring salaries to a competitive rate. He said they would assume that the 2014 plan was fair and competitive. In 2015, the argument was that a salary adjustment would be dangerous because the economy had not recovered. The CPI was not even 1%. That year, they did not do a COLA. Rorie stated that the CPI was not entirely accurate, but was just a way to express the buying power of a dollar. In 2015, the value of \$100 became \$98.20. There was no COLA. In 2016, the CPI was 2%; the City did no COLA. He said there was a \$300 performance incentive that ended up being \$180 take-home. In December 2017, the CPI was 2%, which was budgeted as a COLA, although they recommended 2.5%. This was to inch that purchasing power back up because nothing had been done for several years. The \$100 was now worth \$96.70 instead of \$96.20.

Rorie summarized by saying what was before them required looking at 2019 numbers. For 2019, the CPI was 2.5%, and a 2.5% COLA was included in the budget. He also showed what the cost of a 3% and a 3.5% COLA would be, pointing out that there were adjustments throughout the year for things like health insurance. It was not just about salary; it was about the total compensation package. The difference between 2.5% and 3% was the total compensation range, while recruitment and retention came into play at the 3% to 3.5% range. Rorie said how the pieces were put together led to recruitment and retention changes. He mentioned again the need to move salaries for current employees.

Rorie told Council that in their agenda packet was his recommendation for a COLA of 3.5% that had a total FY 2019 impact of \$389,000. Additionally, the City would be looking at the possibility of another compensation study. It would not include job classifications, but would examine the labor market. He again stated that if this were not done incrementally, the City would face huge increases because they failed to act. He remarked that the \$389,000 represented a 1.8% investment in the \$21 million asset that was personnel. Rorie stated that \$21 million was about 58% of the total budget, and all he was asking for was a 1.8% investment.

Rorie concluded by saying it was always his intent to be thorough and ensure that everyone understood what he was talking about.

12-18-03 Consider FY2019 Budget Amendment

- **Recreation – Machinery & Equipment**
- **Public Works – Vehicle Purchase**
- **Public Works – Small Tools & Equipment**
- **Engineering – Professional Services**
- **City Manager – Professional Services**
- **City Manager – Departmental Contingency**

Rorie said budget amendments always consisted of multiple moving pieces. He mentioned the 54 Gateway East Management Plan, saying he wished the citizen with the comments earlier in the meeting had stayed to hear about this. Redevelopment feasibility access planning was another topic Rorie wanted to discuss, along with Public Works building improvements and capital equipment, restrooms for Recreation Department special events, and a City Manager contingency.

The City's SPLOST list included \$1 million dedicated to the SR 54/74 intersection for additional projects and matching funds for grants. This would allow the City to leverage SPLOST dollars for improvements along that corridor. Rorie recalled that there was the potential for additional development on SR 54 around City Hall, with private investment at Aberdeen Village and Willowbend. There were churches in this area that could remain integral parts of this development plan, Rorie said, noting that this was just a concept at this point, but concepts led to conversations, and conversations led to thoughts. Execution of those thoughts led to consequences, among them, traffic.

Rorie reminded Council of the Gateway Coalition that looked at traffic management along SR 74 North. In November, Council heard about the Countywide Transportation Plan. The Gateway Coalition looked at ways to balance and maintain access and mobility, and Rorie proposed doing the same type of study for SR 54 East. He noted that 36,000 vehicles a day traveled that stretch of road, and that was predicted to increase by 60% over the next 20 years. The last thing they wanted to do was make a decision today for a solution that could become tomorrow's problem. He said he had approach Pond & Company, the consultants who worked on the Gateway Coalition, to conduct a similar study on SR 54 East and make recommendations. Rorie said he estimated the cost at around \$35,000.

Public Works Superintendent Scott Hicks showed a small building similar to what was at Drake Field that could be used as an office for Keep Peachtree City Beautiful (KPTCB). He then said the City was looking at a cardboard compactor that would lessen the number of pulls required for cardboard recycling. He was also requesting money for a F350 stake bed dump truck and a Billy Goat leaf vac system that would reduce the trips crews had to make to the compost site.

Recreation and Special Events Director Quinn Bledsoe explained that a portable restroom trailer was needed for use at Drake Field, the Peachtree City Athletic Complex, and at public events. It consisted of four stalls, with a ramp making an additional stall wheelchair accessible. There were men's and women's stalls on one end, and the handicap-accessible stall on the other that also included a baby-changing table. The capacity allowed for 450 to 550 flushes. The electrical hookups could be custom-built to fit the City's needs. Both compartments were air-conditioned. If ordered before January, the lead-time was six to eight weeks; after January, it could be as long as 15 weeks, Bledsoe noted. Rorie said he had worked on this issue since 2012, and he was glad to be able to elevate it as a priority. The main advantage was it had running water, he remarked.

Prebor asked Hicks about the need for a cardboard compactor. Hicks said right now they paid for five to seven bin pulls a week at Public Works for cardboard, but with this compactor, it could be reduced to two. Rorie said they took a decibel reading of one of these compactors because noise might be an issue.

KPTCB Executive Director Al Yougel said he was happy to have this discussion. The combination of more online ordering generated more cardboard packaging, along with the increasing popularity of recycling. About half of the swaps, or the emptying of bins, were for cardboard. Yougel said last month, 22 pulls, at \$135 a pull, were for cardboard, totaling about \$2,600. The amount of money they got for the cardboard cut those costs about in half. Last month, he said, they got about \$1,100 for the cardboard. The compactor could compress the volume of the cardboard equal to four or four and a half to those swaps. Last month's costs would be reduced to about \$300, he said, calling the purchase of the compactor a no-brainer. Prebor asked how many times it would cycle. Yougel said it would cycle three or four times a day, but it was quick. The decibels were much lower than for a glass pull.

Rorie said he just wanted people to be aware it was a noisemaker. He noted that cardboard was one of the few materials that brought in some money; other materials were recycled just because it was the right thing to do. Prebor asked about aluminum, and Yougel said scrap metal must be hauled somewhere to someone who handled all metals.

Rorie noted that they had just recommended \$250,000 of CIP and professional services expenses. Salvatore said because of the way the City favorably ended FY 2018 and the ongoing revenue impacts, the model would still be in good shape even after adopting this recommendation. He said in FY 2019, it would show a use of cash reserves. Rorie pointed out that cash reserves were only used for one-time expenses. Salvatore said there would be \$350,000 of ongoing revenue that would comfortably cover the cost of the COLA. The point was to show how they did in FY 2018 before implementing the COLA budgeted for FY 2019. Rorie pointed out that the one-time cash purchase of the dump truck avoided debt service through the CIP.

Of the \$36 million budget, 57% went to personnel, while 33% to operations, and 9% to capital. Cash would be used to buy the dump truck, and the revenue increase of \$384,000 would help cover the gas to go in it.

Prebor said the intent was to make sure City employees were compensated fairly and not wait until they were so far behind that it would be a major expense to catch them up. Rorie said, all things remaining equal, they would be in a position of catch up in terms of basic salary. Still missing would be the piece of the puzzle that adjusted the salaries according to the market drive. He said a market study would show the need to adjust the starting salary and the quartile rankings for public service employees. That was why the compensation study was needed.

Madden asked about progress on the plans to compensate police and firefighters for training and advanced degrees and if it would be ready in FY 2019. Madden said teachers received extra compensation for obtaining advanced degrees. Rorie told him it was hard to distinguish between career development and experience. He needed to understand why someone should get a raise just for being there one more year and wanted to make sure there was some type of value added. Departments typically pegged those points of adjustment to some sort of value added skill they brought to the department. It was tough to progress like this in some fields, but in public safety, it was easier to establish such steps. He said they were still debating how to execute this.

Ernst moved to approve New Agenda item 12-18-02, cost of living adjustment of 3.5%, to be effective with the first pay period in January 2019. Madden seconded. Motion carried unanimously.

Ernst moved to approve New Agenda item 12-18-03, the 2019 budget amendment as presented. Prebor seconded. Motion carried unanimously.

12-18-04 Consider 2019 Council Calendar

City Clerk Betsy Tyler presented a calendar showing regularly scheduled Council meetings and pointing out dates where there might be conflicts. July 4 fell on a Thursday, and she said Council would need to cancel that meeting. Also suggested for cancellation were the January 3 and December 19 meetings that fell close to holidays.

Rorie brought up that the City offices would be closed on Tuesday and Wednesday December 24 and 25. He said he was certain half of staff would try to take vacation on Monday, December 23, and many would want to take vacation on Thursday and Friday as well. He recommended an additional holiday in calendar year 2019 to consider closing City offices on Monday, December 23. Rorie said they could table it and come back later, but he hated to put it off until too late.

Prebor asked why January 3's meeting should be canceled. Rorie said the agenda should be light, and there was a meeting on December 20. Ernst noted that staff would not have much time to prepare for a January 3 meeting. He said he would like to table discussion of canceling the December 19 meeting. If that meeting was canceled, they would be in the same situation as this year, with another meeting set for the first week in January, and Ernst said he did not think it was a good idea to cancel two meetings in a row. There would be time to change later on, he noted

Prebor moved to cancel the Thursday, January 3, meeting and the Thursday, July 4, meeting and to adopt the calendar for the year. Ernst seconded. Motion carried unanimously.

Prebor moved to convene in executive session to discuss the acquisition, disposal, or lease of real estate at 8:21 p.m. Madden seconded. Motion carried unanimously.

Prebor moved to reconvene in regular session at 8:55 p.m. Madden seconded. Motion carried unanimously.

There being no further business to discuss, Ernst moved to adjourn the meeting. Madden seconded. Motion carried unanimously. The meeting adjourned at 8:56 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

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

FROM: Ellece Brown, Director, HR & Risk Management *EB*

DATE: December 10, 2018

SUBJECT: Renewal of Insurance Brokerage Services
December 20, 2018, *City Council Meeting*

Recommendation

That Council approve the Brokerage Service Agreement with McGriff, Seibels, & Williams of Georgia, Inc., for calendar year 2019 for the amount not to exceed \$47,500.

Discussion

McGriff, Seibels, & Williams of Georgia, Inc., has proven to be a tremendous asset to the City in monitoring and evaluating the various insurance and wellness benefits that we offer to our employees. The professional services that McGriff, Seibels, & Williams of Georgia, Inc., have offered to the City include:

- Thorough monthly analysis reports provided by McGriff enable staff to track our actual vs. budgeted expenses to consider mid-course corrections if appropriate;
- The semi-annual and annual plan reviews that McGriff presents to staff and the level of detail and expertise that they provide to discover behind-the-scenes strategies to assist in keeping the cost of health care and benefits at an affordable level in this economy are extremely comprehensive and full of insight.
- The annual negotiations with the insurance providers have resulted in below-market increases to the City.
- The information, knowledge, and expertise that the McGriff staff provides regarding changes to legislation that impact health care and benefits are very comprehensive and timely.
- The level of customer service that McGriff offers is outstanding, not only to HR and Financial Services staff, but also to employees directly when a claim has to be taken to their level for resolution. The McGriff staff is truly an advocate for the City of Peachtree City.
- The level of professionalism that the McGriff Graphics Department provides to us (e.g. Annual Benefits Statements, etc.) is exceptional.

Staff believes that McGriff is a proven partner in Peachtree City's professional services line-up. Therefore, staff is requesting that the previous agreement be extended for one (1) additional year. (See attached 2019 Brokerage Service Agreement.) The continuity provided by this extension during this challenging time of changing legislation will be very prudent. McGriff has agreed to lock in their annual fees at the same rate of \$47,500. FYI, McGriff has maintained their annual fees at the same rate since our partnership began with them in 2008. They have been a true partner with Peachtree City during the years.

Budget Impact

There will be no additional budget impact from this renewal.

Brokerage Service Agreement

THIS BROKERAGE SERVICE AGREEMENT (this "Agreement") is between **MCGRIFF, SEIBELS & WILLIAMS, INC.** ("MSW") and **THE CITY OF PEACHTREE CITY, GEORGIA** (the "Client").

The Client and MSW agree as follows:

1. Client appoints MSW as the Client's insurance broker of record in order to solicit, negotiate and service insurance policies for the Client for the coverages described on Exhibit A hereto (Insurance Placement). Client also desires for MSW to provide the employee benefits consulting services described on Exhibit B hereto (Employee Benefits Consulting Services). Both Exhibit A and B are attached to and made a part of this Agreement.
2. The Client will provide MSW with all information necessary to enable MSW to provide Insurance Placement and Employee Benefits Consulting Services.
3. MSW agrees to perform the services described in this Agreement in a professional and timely manner.
4. The parties agree and understand the Client is not under any legal or other obligation to purchase any insurance product through MSW in its capacity as either a producer or consultant, and that the purchase of any insurance product or employee benefits consulting services is purely voluntary by the Client.
5. Remuneration:
 - A. The Client will pay MSW a fee in the amount of \$47,500 (the "Fee") for Insurance Placement and Employee Benefits Consulting Services. The Fee may be refundable, in whole or in part, in accordance with Section 10 of this Agreement.
 - B. The Fee will be payable upon receipt of an invoice by the Client.
 - C. If MSW receives commission (including Tier II commissions) from one or more insurance companies and/or intermediaries for the placement of insurance policies for the coverages described on Exhibit A (a "Commission"), the Fee will be reduced by the amount of such Commission. Final adjustments to the Fee amount will be made by MSW after the determination and receipt by MSW of all Commissions, net of any adjustments pursuant to any audit, endorsement, accounting reconciliation or other applicable business process.

D. The Client acknowledges that:

- i. receipt of such Commission constitutes remuneration of MSW for placement of the applicable insurance policies;
- ii. the remaining Fee does not include remuneration of MSW for placement of the insurance policies for which MSW receives Commission; and
- iii. the remaining Fee is separate from and in addition to any such Commission.

E. With respect to Insurance Placements and/or Employee Benefits Consulting Services undertaken on behalf of the Client that are not contemplated by this Agreement, MSW may be compensated pursuant to a separate Broker Service Agreement or by the insurance companies and/or intermediaries utilized in such Insurance Placements. MSW will make information regarding such Agreements and compensation available to the Client upon request.

6. With respect to any insurance placement or employee benefits consulting services for which MSW's compensation is fee-based in whole or part, MSW will not execute or accept any monetary compensation pursuant to any (1) market service agreement, (2) placement service agreement, or (3) agreement providing for any bonus, override or contingency that would be received from any type of intermediary or insurance company. Further, MSW will instruct all insurance companies to exclude insurance policies from any contingency agreements, bonuses and overrides if MSW receives a fee for placement of such policies. This does not preclude MSW from accepting non-monetary awards, including trips and other prizes, which MSW believes are important for professional and business development.
7. MSW reserves the right to engage its related affiliates and subsidiaries in connection with the execution of Brokerage Services Agreements. Use of these business partners and service providers could result in the accrual of additional income to MSW-related subsidiaries and affiliates.
8. This Agreement and the respective rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the state of Georgia.
9. This Agreement commences on January 1, 2019 and ends on December 31, 2019. Either party may terminate this Agreement upon 30 days advance written notice to the other party.
10. Unless otherwise prohibited by law or regulation, should this Agreement be terminated by the Client in accordance with Section 9, the Fee will be deemed earned as follows:
 - i. 50% of the Fee deemed earned as of the Commencement Date;
 - ii. 75% of the Fee deemed earned five months after the Commencement Date;
 - iii. 100% of the Fee deemed earned nine months or greater after the Commencement Date.



IN WITNESS WHEREOF, the Client and MSW have executed this Agreement.

**MCGRIFF, SEIBELS & WILLIAMS, INC.
GEORGIA**

CITY OF PEACHTREE CITY,

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Manager's Initial: _____

EXHIBIT A

The Client has requested Insurance Placement for the following lines of coverage.

Medical Coverage

Stop Loss Coverage

Pharmacy Benefit Management Coverage

Dental Coverage

Life Coverage

Accidental Death & Dismemberment Coverage

Short Term Disability Coverage

Long Term Disability Coverage

Vision Coverage

EXHIBIT B

MSW will provide the following Employee Benefits Consulting Services for the Client:

- A. Strategic Benefit Planning.** Provide assistance in developing overall plan benchmarks and targets to ensure that the plan meets the objectives of Client and its employees.
- B. Benefit Design.** Help to ensure that benefit designs are consistent with the strategic benchmarks and targets set forth in the strategic benefit planning process.
- C. Administration.** Identify core administrative services, assess vendor performance, and manage vendor relationships to provide appropriate program administration.
- D. Funding.** Provide counsel regarding program funding alternatives, including reviewing fee proposals and recommending budget rates, employee contribution rates, and COBRA rates.
- E. Vendor Selection.** Upon client request, MSW will prepare Request(s) for Proposal (RFP), analyze RFP's and prepare a summary report outlining responses. Vendors include, but are not limited to:
 - Voluntary Worksite Programs
 - Wellness and Disease Management Programs
 - Third Party Claims Administration
 - Utilization Review Programs
 - IRS Code Selection 125 Programs
 - Preferred Provider Network Plans
 - Online Enrollment Services
 - Communication Services
 - Health Savings Account Services
- F. Communication.** Assist in drafting employee communications regarding benefit program performance and changes, and assist in the review of plan documents and insurance certificates during the planning and enrollment process.
- G. Compliance Tools & Legislative Information.** Provide informational materials on legislative developments impacting Employee Benefit Management plans, including access to online reference tools on topics such as FMLA, COBRA, HIPAA, HIPAA Privacy, the Affordable Care Act and Section 125.

H. Meetings with Client and Vendors. Services will include attendance at and facilitation of the following meetings with Client and vendors to facilitate program management including day-to-day operations and planning program changes:

- Meet with Client semi-annually, or upon Client's request, to discuss review of the program, state of the marketplace, progress made toward strategic plan, and developments within Client's organization.
- Meet with Client annually to review the stewardship report for the preceding year, create a stewardship report outlining the goals and objectives for the upcoming year, and agree upon MSW's fees for the next twelve month period.

I. Stewardship Report. Will develop and implement a detailed account stewardship plan, which should include, but not be limited to, the following:

- Specific quantifiable and measurable goals and objectives relating to Client's programs; and
- Detailed work plans which lay out the account management plan, work schedules, areas of concentration, timing, and information requirements.

J. Data Analysis. Provide Client with summary comparisons and work with Client and TPA to secure additional reports as needed for claims analysis.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor & City Council

Via: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: December 12, 2018

SUBJECT: Provisional Alcohol Licenses – Italian Oven, Publix

Recommendation:

That Council authorize staff to issue 60-day Provisional Alcohol Licenses to the Italian Oven (100 Peachtree East Shopping Center) and Publix Supermarket (130 Peachtree East Shopping Center), on the following conditions:

- 1) Council approves the annexation of the property
- 2) Staff receives completed applications from the businesses prior to issuance of the provisional licenses.

Discussion:

At the December 20 City Council Meeting, Council is considering an annexation that includes the Peachtree East Shopping Center. Two businesses at this location, The Italian Oven Restaurant and Publix Super Market) currently hold licenses to sell alcoholic beverages with Fayette County. Those licenses expire December 31, 2018, at the same time that the annexation would go into effect, and they have renewed those licenses to ensure that they can serve/sell alcohol on January 1.

These businesses have held alcohol licenses for many years under Fayette County's requirements, which are substantially the same as Peachtree City's requirements. Peachtree City and Fayette County also issue reciprocal alcohol handling permits.

While the City cannot directly transfer a Fayette County Alcohol License, issuing provisional licenses to the two businesses upon completion of their applications will allow them to go through the application process and update their State licenses with no interruption in service to their customers. Once the applications have been processed and compliance with the City's ordinance is confirmed, the City Manager can authorize the permanent licenses as license changes under the ordinance.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: December 11, 2018

SUBJECT: Fee Change – Alcohol License and License Change Applications
December 20, 2018, City Council Meeting

Recommendation

That Council establish the following fees for applications to sell alcoholic beverages:

New License Application:	\$150.00 (formerly \$200)
Change in License Application:	\$100.00 (formerly \$150)
Criminal History Fee	\$ 50.00 per person (not previously separated out)

Discussion

The State recently changed the requirements for how criminal history information is handled by non-criminal justice agencies to protect the privacy of individuals upon whom background checks are done. The City Clerk's office has worked with the Georgia Bureau of Investigation and the Police Department to ensure that such information is being handled appropriately, but we are now billed directly for the state and federal criminal histories provide for alcohol license applicants. The amount billed is \$40 per history.

Peachtree City's current alcohol application fees are \$200 for a new application and \$150 for a change in license (new location or new Alcohol Licensee or License Representative). The fees cover staff time in processing the license, running necessary legal ads, placing property signs when necessary, and providing a background check for the Alcohol Licensee and License Representative (which can be the same person). We do not currently charge non-profit organizations applying for Qualifying Location Permits (Airport Authority, Fayette Senior Services/The Gathering Place, etc.).

Under the new requirements, Peachtree City is billed \$40 for each criminal history performed, totaling \$80 when applications have different Licensees and License Representatives. Similarly, when a non-profit organization applies for a Qualifying Location Permit, the criminal history will incur a new cost to the City.

Staff's proposal establishes a new \$50 Criminal History fee to recover the actual costs billed the City, along with the staff time spent processing the reports, while reducing the application fees by a corresponding amount. This action will not affect the annual license fees paid by establishments.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: Jonathan N. Rorie, City Manager 

DATE: 12/13/2018

SUBJECT: Consider Appointment of Airport Authority Members
Consent Agenda, December 20, 2018

Recommendation:

Appoint Max Braun to the Airport Authority Board for the term stated 1/1/19-12/31/23. In addition, appoint Kevin Lund as an alternate member, in the event a vacancy occurs.

Discussion:

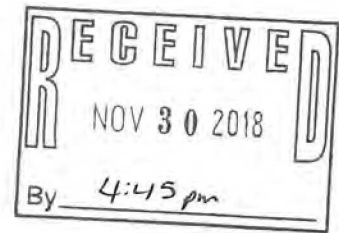
The Selection Committee - composed of Mayor Vanessa Fleisch, Council Member Kevin Madden, and myself considered four (4) applicants for the vacancies on the Airport Authority. Tom Fulton was to be part of the interview panel but had unexpected travel issues and could not be present.

The Committee met with the applicants and learned of their experience and qualifications to serve on the Airport Authority. This particular group of applicants was extremely qualified, and made our decision very difficult. Our recommendation, as stated above, is to appoint Max Braun as a board member and Kevin Lund as an alternate to the Airport Authority Board.

Copies of all of the applicants interviewed for these positions are included for your review.

Budget Impact:

This item should have no budgetary impact.



APPLICATION FOR APPOINTMENT

Airport Authority

The Peachtree City Airport Authority (PCAA) is a separate governmental agency that owns and operates Atlanta Regional Airport – Falcon Field. The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held the second Thursday of each month at 7:00 p.m. at the Aviation Center, 7 Falcon Drive. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants 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 City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, November 30th @ 5:00 pm.**

Issued: October 29, 2018
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: Max Braun
Address: 102 Ardenlee Dr.
Peachtree City, GA 30269
Cell Phone: 703-447-4910
Alt Phone: 404-991-2647
E-mail: mxbraun2@gmail.com

M. Xui Pom
Signature

11/7/2018
Date

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

I have been a resident of Peachtree City since August 31, 2017 (1 year, 2 months at time of this application)

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

Aviation has long been a passion of mine and I would like to be able to apply my passion and experience to a valuable asset in our community. General aviation airports are a critical driver of economic activity in a community. Falcon Field provides a significant benefit to the companies located in and around Peachtree City and is a competitive advantage when soliciting new businesses or expansion from existing businesses. I would like to do as much as I can to ensure that the Airport is positioned for the future while also remaining a good neighbor to the residences and communities around it.

This opportunity would provide the ability to serve my community and help contribute to the quality of life in Peachtree City.

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

I am currently employed by Ricondo and Associates as an Managing Consultant. Ricondo is the world's largest independently owned airport planning and consulting firm. I specialize in demand forecasting and capacity analysis. I have been in this role for five years. In this role I develop aviation activity forecasts and related analyses for major commercial service airports and general aviation airports. I have developed comprehensive activity forecasts for multiple general aviation airports in the southeastern United States. The forecasts have analyzed local and itinerant activity by aircraft type and based aircraft at the field.

I have been involved in numerous FAA mandated processes including Master Plans, Environmental Assessments, and Land Use Compatibility Studies. I am familiar with the FAA advisory circulars governing these regulatory processes and various best practices outlined by the Airport Cooperative Research Program (ACRP). I understand issues unique to general aviation airports such as the impact of changes in fuel flowage and hangar and tiedown rental space on airport revenues, how competition between neighboring airports may affect certain elements of activity differently, and the various funding streams available to airports (airport-generated revenues, state/local grants and/or matching funds, FAA AIP grants, etc.)

4. List your recent employment experiences to include name of company and position

12/2013-Current: Ricondo & Associates, Managing Consultant-Airport Planner

06/2012-12/2013: Booz Allen Hamilton, Senior Consultant

5. Do you have any past experience relating to airport operations? If so, please describe.

I do not have direct experience in airport operations. However, through my employment I have gained experience into the management and regulatory environment that general aviation airports operate in. In addition, I am currently in the process of pursuing American Association of Airport Executives (AAAE) Certified Member certification. This certification covers the spectrum of airport operations and management subjects and will provide additional knowledge that could be leveraged on behalf of PCAA.

6. Are you currently serving on a committee/board/authority or in an elected capacity with any government?

No, I am not.

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

Yes, one (November 2018)

7. Are you willing to attend seminars or take continuing education classes at the city's expense?

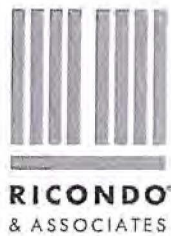
Yes, I am willing to attend any seminars and take any continuing education classes.

8. Would there be any possible conflict of interest between your employment and you serving the Airport Authority

My firm currently works with Hartsfield Jackson Atlanta International Airport. Our target markets are large and medium hub commercial service airports. We do not actively solicit work from general aviation airports, but do work with some that are owned by commercial airport operators (e.g. Broward County Aviation Department). I do not foresee a conflict of interest now or in the future, but I cannot unequivocally rule one out.

9. Describe your current community involvement.

I am active in the community through our church in Peachtree City. Since moving to Peachtree City last year, I have been looking for additional opportunities to serve the community that leverage my skills and experiences. That is one reason why I would like to serve on the PCAA. I will have no problem exceeding the time commitment of 80% attendance (I would strive for 100%). It will also allow me to offer my unique skills and experiences to the Authority and the City that my family has become so fond of.

**Education**

Bachelor of Arts – Political
Science, Louisiana State
University

Years of Experience:

R&A: 3
Other Firms: 5

Office Location

Chicago, Illinois

Max X. Braun

Managing Consultant

Professional Background

Mr. Braun joined Ricondo & Associates, Inc. (R&A) in 2013 and specializes in developing and managing aviation activity forecasts for both master planning and revenue bond feasibility study purposes. His work includes forecasts for Chicago O'Hare and Midway International, Melbourne (Australia), Philadelphia International, and Pittsburgh International Airports. He has assisted in the development of peaking characteristics and design day flight schedules for use in planning airside and landside facility requirements for Abu Dhabi, Chicago O'Hare, and Pittsburgh International Airports.

In addition to his forecasting work, Mr. Braun has participated in efforts developing comprehensive airport performance reporting metrics and best practices for use by airport executive leadership teams to improve organizational efficiency and drive informed decision-making. Mr. Braun has authored air service analysis reports, documenting historical air service trends and analyzing the impact of future schedules for clients including Los Angeles World Airports and City of Chicago Department of Aviation.

Prior to joining R&A, Mr. Braun was a Senior Consultant at an international strategy and technology consulting firm supporting major U.S. Department of Defense and commercial clients. Mr. Braun served as a member of the Advanced Analytics team, where he used various analytic techniques, specifically stochastic and regression analyses, to model complex data sets. The analyses were used for a variety of projects including acquisition program cost estimates and root cause analysis of contracting action execution delays. From these analyses, he was able to assist in developing meaningful metrics to report the cost and time value for a wide range of clients. Mr. Braun participated in departmental performance metric development and implementation projects for the U.S. Naval Sea Systems Command and Secretary of the Army. These efforts involved advanced metrics monitoring acquisition and operational performance for a diverse group of defense programs within the Department of Defense organization.

PEACHTREE CITY



APPLICATION FOR APPOINTMENT

Airport Authority

The Peachtree City Airport Authority (PCAA) is a separate governmental agency that owns and operates Atlanta Regional Airport – Falcon Field. The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held the second Thursday of each month at 7:00 p.m. at the Aviation Center, 7 Falcon Drive. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants 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 City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, November 30th @ 5:00 pm.**

Issued: October 29, 2018
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: Kerin Lund

Address: 106 Sagamore Ln.

Peachtree City, GA 30269

Cell Phone: (909) 499-7289

Alt Phone: _____

E-mail: buildjets@gmail.com


Signature

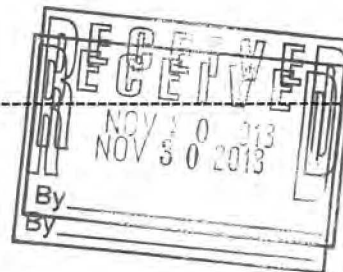
11/27/18
Date

PEACHTREE CITY

APPLICATION FOR APPOINTMENT

Airport Authority

1. How long have you been a resident of Peachtree City?
6 years.
2. Why are you interested in serving on the Airport Authority?
I have been in the Aviation Industry for over 18 years working at various airports in different parts of the US as an Aircraft Maintenance Technician. I have a well rounded understanding and knowledge of how Municipal Airports work.
3. What qualifications and experience do you possess that would benefit the Airport Authority?
I am a business owner who has been in the Aviation Industry for over 18 years. I possess the knowledge and understanding of how Municipal Airports operate and function.
4. List your recent employment experiences to include name of company and position.
Delta Airlines: Tech Analyst
25 Right, LLC: Business Owner/Operator
5. Do you have any past experience relating to airport operations? If so, please describe.
I have personal volunteer experience at Corona Municipal Airport, assisting the Airport Management in identification of improvements that could be made that would limit the environmental impact of airport operations.
6. Are you currently serving on a Committee/board/authority or in an elected capacity with any government? No.
7. Have you attended any Airport Authority meetings in the past year and, if so, how many?
Yes. Three meetings.
7. Are you willing to attend seminars or take continuing education classes at city expense?
Yes.
8. Would there be any possible conflict of interest between your employment and you serving the Airport Authority? No.
9. Describe your current community involvement. I am involved in my local EAA/Experimental Aircraft Association. I participate in their Young Eagles Program where we give rides to the kids in the community to increase their interest in aviation. My business 25 Right, LLC also mentors young aviation enthusiasts in the community interested in becoming pilots and Aircraft Mechanics.



Name: Brian Davis

Address: 131 Planterra Way, Peachtree City

Cell Phone: 404-405-7369 Alt Phone: N/A E-mail: bdam@bellsouth.net

Brian Davis 30 Nov 18 Signature Date

Information provided on this form is subject to disclosure as a public record under Georgia Open Records Law.

APPLICATION FOR APPOINTMENT

Airport Authority

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

I have been a resident of Peachtree City for the past 27 years.

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

I am a long time resident of Peachtree City and have been involved in General Aviation at Falcon Field for several years. I lease hangar space and am in the processes of building an airplane. I am committed to the continued success of Falcon Field.

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

I am currently a shift manager for Delta Air Lines, Inc and am responsible for the day to day/gate to gate operation. This includes providing leadership and direction to the MCC Coordinators and Analyst groups. I interact daily with all business units within the Operations Control Center and represent Technical Operations and the MCC at various daily meetings concerning the airlines operation.

4. List your recent employment experiences to include name of company and position.

Currently, I'm employed by Delta Air Lines, Inc as Shift Manager of the Maintenance Control Center.

5. Do you have any past experience relating to airport operations? If so, please describe.

Yes. I have worked for Delta Air Lines, Inc for 28 years in different positions including Lead Technician on the Atlanta Line, and am currently working in the

Operational Control Center. These positions have exposed me to many different aspects of airport operations.

6. Are you currently serving on a Committee/board/authority or in an elected capacity with any government?

No, I'm currently not serving on a Committee/Board/Authority or in an elected capacity with any government.

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

I have attended 4 Airport Authority meetings in the past year.

8. Are you willing to attend seminars or take continuing education classes at city expense?

Yes, I am willing to attend seminars or continuing education classes.

9. Would there be any possible conflict of interest between your employment and you serving the Airport Authority?

No, there would be no conflict of interest between my current employment and serving on the Airport Authority.

10. Describe your current community involvement.

Currently, I am not specifically involved in the community. However, I was a volunteer Firefighter/Paramedic for Peachtree City for over 20 years.



APPLICATION FOR APPOINTMENT

Airport Authority

The Peachtree City Airport Authority (PCAA) is a separate governmental agency that owns and operates Atlanta Regional Airport – Falcon Field. The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held the second Thursday of each month at 7:00 p.m. at the Aviation Center, 7 Falcon Drive. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants 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 City will be accepting applications and resumes for this position. All applications must be returned to Debbie Lemay at City Hall, 151 Willowbend Road, Peachtree City, GA 30269 **no later than 5:00 p.m. on Friday, November 30th @ 5:00 pm.**

Issued: October 29, 2018
Contact: Debbie Lemay, Executive Assistant
Office: 770-632-4260

Name: ROBERT SMELLEY
Address: 128 HAVEN RIDGE
PEACHTREE CITY, GA 30269
Cell Phone: 770-855-1240
Alt Phone: 770-631-4592
E-mail: bobbydebe@comcast.net

Robert Smalley
Signature

11/23/18
Date

APPLICATION FOR APPOINTMENT

Airport Authority

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

27 YEARS, 10 MONTHS. MOVED HERE JANUARY OF 1991.

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

IN ADDITION TO A LIFE-LONG INTEREST IN AVIATION, I HAVE WORKED FOR THE FAA FOR THE PAST 36 YEARS. TWENTY-SIX YEARS AS AN AIR TRAFFIC CONTROLLER AND 10 YEARS AS AN INSTRUCTOR.

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

WHILE MY EXPERIENCE IS NOT IN AIRPORT MANAGEMENT, I DO HAVE 36 YEARS OF EXPERIENCE IN THE WORLD OF AVIATION AND AM FAMILIAR WITH FEDERAL AVIATION REGULATIONS.

4. List your recent employment experiences to include name of company and position.

SCIENTIFIC APPLICATIONS INTERNATIONAL CORP (SAIC) - WORKING AS AN ATC INSTRUCTOR THROUGH A FEDERAL CONTRACT WITH THE FAA. I ALSO WORKED IN A SIMILAR POSITION FOR WASHINGTON CONSULTING GROUP AND RAYTHEON CORP. I ALSO WORKED AS AN AIR TRAFFIC CONTROLLER IN ANTARCTICA FOR SCIENTIFIC RESEARCH CORP. IN 2014-15.

5. Do you have any past experience relating to airport operations? If so, please describe.

No

6. Are you currently serving on a Committee/board/authority or in an elected capacity with any government?

No

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

No

7. Are you willing to attend seminars or take continuing education classes at city expense?

YES

8. Would there be any possible conflict of interest between your employment and you serving the Airport Authority?

No

9. Describe your current community involvement.

NONE AT THE PRESENT TIME. I WILL BE RETIRING FROM MY PRESENT POSITION AT THE END OF THIS YEAR AND WILL HAVE TIME TO BECOME MORE INVOLVED.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jon Rorie, City Manager *JR*
Paul Salvatore, Financial Services Director *P.S.*
Kelly Bush, Assistant Financial Services Director *KB*
Angela Egan, Purchasing Agent *AE*

FROM: Janet Moon, Chief of Police *JM*

DATE: December 13th, 2018

SUBJECT: PATROL VEHICLE VIDEO SYSTEMS
December 20th, 2018 City Council Meeting

Recommendation:

Staff recommends the purchase of nine (9) in car video systems for the new replacement patrol vehicles from Coban Technologies for the amount of \$54,600.00.

Discussion:

Coban Technologies is the current *Brand Name* recognized provider of in car and body worn cameras for the department.

Budget Impact:

Funds are budgeted and available in the CIP fund.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 
Janet Moon, Police Chief

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: December 14, 2018

SUBJECT: Pawnbroker Ordinance and Fees
December 20, 2018, City Council Meeting

Recommendation

That Council adopt a new Pawnbroker Ordinance and establish the following fees:

Pawn Shop Application	\$ 75.00
Fingerprints	\$ 25.00
Employee Permits	\$ 25.00
Annual License	\$2,000.00

Discussion

At the December 20 meeting, the Mayor and Council will consider an annexation of property on Highway 54 that includes an operating pawnshop. If approved, the annexation would bring this business into the City as a legally non-conforming use, effective January 1, 2019.

Peachtree City currently does not permit pawnshops within the City Limits and has no corresponding ordinances to regulate this type of business, which can be exploited by criminals as a means to dispose of stolen items.

The attached ordinance is substantially the same as Fayette County's ordinance under which the business currently operates to minimize any impact on the existing business. Having the ordinance in place if Council annexes a pawnshop on December 20 or at any future date will allow the Peachtree City Police Department to enforce the operating standards as soon as any annexation takes effect.

The proposed fees are also substantially similar to those currently levied by Fayette County.

Ordinance Number _____

AN ORDINANCE TO CREATE A NEW ARTICLE III OF THE OFFENSES AND MISCELLANEOUS PROVISIONS ORDINANCE TO REGULATE LEGALLY NONCONFORMING PAWNBROKERS WITHIN THE CITY LIMITS OF PEACHTREE CITY; TO PROVIDE FOR ENFORCEMENT; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. The Offenses and Miscellaneous Provisions Ordinance of the City of Peachtree City, Georgia, as amended, is hereby further amended by adding a new Article III, Pawnbrokers, as follows:

ARTICLE III. – PAWNBROKERS

Sec. 50-200 - In General.

No new pawn shop may be opened within the city limits of Peachtree City. For pawn shops that exist as a legally non-conforming use, the licensing policy in this ordinance shall apply. Legally non-conforming uses shall comply with Section 906 of the Peachtree City Zoning Ordinance.

Sec. 50-201. - Definitions.

The following words, terms, and phrases, when used in this division, shall have the meanings ascribed to them in this section or shall have the same meaning as set forth in the Official Code of Georgia Annotated, § 44-12-130, should those definitions differ:

Employee shall mean any person who works in a pawnshop, whether on a part-time or full-time basis, regardless of whether remuneration is received or not.

Licensee shall mean a person holding a license issued by Peachtree City to engage in the business of being a pawnbroker and/or to operate a pawnshop.

Month shall mean that period of time from one date in a calendar month to the corresponding date in the following calendar month, but if there is no such corresponding date, then the last day of such following month.

Pawnbroker shall mean any person engaged in whole or in part in the business of lending money on the security of pledged goods, or in the business of purchasing tangible personal property on the condition that it may be redeemed or repurchased by the seller for a fixed price within a fixed period of time, or in the business of purchasing tangible personal property from persons or sources other than manufacturers or licensed dealers as a part of or in conjunction with the business activities described in this paragraph.

Pawnshop shall mean any place of business operated by a pawnbroker where pawn transactions take place.

Pawn transaction shall mean any loan on the security of pledged goods or any purchase of pledged goods on the condition that the pledged goods may be redeemed or repurchased by the pledger or seller for a fixed price within a fixed period of time.

Person shall mean an individual, partnership, corporation, joint venture, trust, association, or any other legal entity however organized.

Pledged goods shall mean tangible personal property, including, without limitation, all types of motor vehicles or any motor vehicle certificate of title, which property is purchased by, deposited with, or otherwise actually delivered into the possession of a pawnbroker in connection with a pawn transaction. However, for purposes of this division, possession of any motor vehicle certificate of title which has come into the possession of a pawnbroker through a pawn transaction made in accordance with law shall be conclusively deemed to be possession of the motor vehicle, and the pawnbroker shall retain physical possession of the motor vehicle certificate of title for the entire length of the pawn transaction but shall not be required in any way to retain physical possession of the motor vehicle at any time. The term "pledged goods" shall not include choses in action, securities, or printed evidences of indebtedness.

Sec. 50-202. - General policies and purposes.

- (a) Pawnbrokers may operate only after the issuance of a license for such operation by the city and only in the manner permitted by such license. Pawn transactions may only occur through a licensee who complies with the rules and regulations of this division and with the licensing, regulatory and revenue requirements of the state of Georgia.
- (b) All licenses are a mere grant or privilege subject to all terms and conditions imposed by this ordinance and state law and subject to being revoked by the city.
- (c) Each licensee of the city shall display the license issued under this division prominently at all times at the outlet for which the license is issued. A separate license must be issued for each outlet of sale and a separate application must be made for each outlet.

Sec. 50-203. - Location of businesses.

All businesses licensed under this division shall be located in strict compliance with the Peachtree City zoning ordinance and at a location with an identifiable street address, which shall be stated on the license or renewal application along with other required information. No business licensed under this division shall change its address without giving advance notice to the city and receiving an approval of the change, such approval to be granted if the new location complies with this division and the Peachtree City Zoning Ordinance. No business licensed under this division shall be operated in or from a motel or hotel.

Sec. 50-204. - Qualifications for issuance of license.

Any person who desires to obtain a license to engage in the business of a being a pawnbroker and/or for the operation of a pawnshop must meet the minimum qualifications set forth in this section. If the applicant is a partnership, each partner must meet the qualifications of any individual license and must make sworn statements of these qualifications as part of the applications process. If the applicant is a corporation, the majority stockholder and each

principle officer of the corporation must meet the qualifications as part of the applications process.

- (a) No owner, employee, pawnbroker or any person connected with a pawnshop for which a license or permit is sought shall have been convicted of or entered a plea of nolo contendere to any felony within five years prior to the date of the application and/or been convicted of or entered a plea of nolo contendere to any misdemeanor involving crimes of moral turpitude, theft, gambling, sexual offenses, assault, battery, any violation of the "Family Violence Act", or illegal drugs within five years prior to the date of the application. Further, no permit or license shall be issued to any applicant on active probation or parole.
- (b) No license shall be granted to an applicant who is under the age of 18 years of age.
- (c) All persons filing an application for a pawnshop license will be required to complete a waiver in order for the applicant's criminal history to be obtained.
- (d) No license shall be granted where the applicant has had any pawnshop license issued by any county, municipality, or other governmental subdivision suspended or revoked.
- (e) No license shall be granted for a location that is not in compliance with any federal, state, or local regulation including, but not limited to, a state certificate of occupancy or a Peachtree City certificate of occupancy.
- (f) No license shall be issued where the applicant has supplied false information in the license application or where any required fee has not been paid by such applicant, including any fees or assessments owed to other departments of the city.
- (g) No license shall be issued unless the applicant and each individual licensee is and continues to be a resident of the State of Georgia. Corporations must either be incorporated in the State of Georgia or must have registered to do business in this State, and only the applying general manager or applying corporate officer must meet the residency requirements.

Sec. 50-205. - Employee permit required.

- (a) No person shall be an employee of a pawnshop in any capacity until such person has been authorized by the police department to be employed by a pawnshop and issued an employee's identification permit.
- (b) No employee permit shall be issued to any person who has been convicted of or entered a plea of nolo contendere to any felony within five years prior to the date of the application and/or been convicted of or entered a plea of nolo contendere to any misdemeanor involving crimes of moral turpitude, theft, gambling, sexual offenses, assault, battery, any violation of the "Family Violence Act", or illegal drugs within five years prior to the date of the application.
- (c) While on duty in any licensed establishment, every person required to possess a pawnshop employee identification permit shall have their permit conspicuously displayed on their person and visible at all times. The person shall have the option of wearing the permit in a manner that only the first name and first letter of the last name (last initial) are displayed to the public. All permits issued under this section shall be made available for inspection upon the demand of any law enforcement officer employed by the city police department.
- (d) In any prosecution for violation of subsection (c), it shall be presumed that the manager or employee did not have a permit unless the permit was displayed as required in the same subsection (c).

- (e) The penalty for violating any of the provisions of this section shall be a City Code violation (misdemeanor) punishable by a fine not to exceed \$1,000.00.

Sec. 50-206. - Annual license.

Before operating a pawnshop or becoming an employee of a pawnshop, any person must first file an application with the Peachtree City Police Department for a license to operate or be employed in the pawnshop, pursuant to the following:

- (a) The application shall be made on an annual basis;
- (b) No license shall be issued until a fee in an amount established by action of the city council, a copy of which is on file with Peachtree City Police Department, is paid to the city;
- (c) The application shall state the physical address of the pawnshop;
- (d) The application shall contain the full name, street address, mailing address, phone number, facsimile number, e-mail address, Social Security number, and date of birth and of any employee, owner, or pawnbroker;
- (e) The Police Department or any other officer of the city designated by the chief of police shall investigate each applicant for such license and shall make a report to the Police Chief as to whether such applicant is a person of good character and as to whether such applicant has been convicted of a criminal offense as described in subsection (a) of section 50-204 of this division.
- (f) Any license holder subject to this division shall apply for renewal of any existing license and shall pay the annual license fee no later than November 1 of each calendar year in which it does business.

Sec. 50-207. - Application for license.

- (a) All applications required in section 50-206 of this division shall be in writing and on forms provided by the police department.
- (b) All applications shall be completed by the applicant and sworn to and signed by the applicant in the presence of a notary public or other officer authorized to administer oaths.
- (c) All applicants shall furnish all data, information and records requested of them, and failure to furnish such data, information, and records within 30 days from the date of such request shall automatically serve as grounds to deny the application. An applicant, by filing an application, agrees to produce for questioning any person(s) who are considered relevant to the ascertainment of facts relative to such license, as may be requested by the police department or other official designated by the police chief. The failure to produce such persons within 30 days after being requested to do so may result in denial of the application.
- (d) Each application shall be accompanied by an affidavit of each person whose name appears on the application stating that said person has not been convicted or entered a plea of nolo contendere to any of the crimes listed in section 50-204(a) of this division within the time periods specified in said section.
- (e) Each application shall be accompanied by a deed showing the applicant to be the owner of the premises for which the license is sought or a copy of a lease showing any interest the owner of the premises has in the business for which the license is sought.

- (f) No pawnshop shall be operated at the same location or in the same premises with the sale, dealing in, exchange, or handling of other than new goods, wares, or merchandise. No license for the sale, dealing in, exchange, or handling of other than new goods, wares, or merchandise shall be issued for a location licensed as a pawnshop.
- (g) Each applicant shall certify on the application that they have read this ordinance and, if the license is granted, each licensee shall maintain a copy of this ordinance on the premises.
- (h) Upon receipt of an application, as well as all accompanying documents and required investigative and license fees, the police department will begin a criminal investigation of the applicant and prepare a written criminal investigation report detailing all information relating to fingerprinting, criminal history, arrest data, and other matters pertinent to law enforcement. Upon completion of the criminal investigation report, the police department shall assemble the tendered application forms and accompanying documents relating to the investigation and processing of the application and deliver such documents to the police chief or his or her designee. If the criminal investigation report shows that the applicant fails to meet the requirements set by this ordinance, or if the applicant fails to meet all other requirements outlined by this ordinance, then the police chief or his or her designee shall inform the applicant, in writing, that the application has been denied, and shall set forth in reasonable detail the reasons for the denial and shall notify the applicant of his or her right to appeal. Such appeal shall be before the city council in accordance with section 50-220 of this ordinance. If an applicant desires to appeal a denial, the applicant must file a written request for an appeal with the city clerk within ten business days of the date of the written notice informing the applicant of the denial of the license.
- (i) Any application that the police chief or his or her designee determines to satisfy all the requirements outlined in this division, including character requirements as contained in the criminal investigation report, shall be approved.
- (j) In all instances in which an application is denied, the applicant may not reapply for the same type of license for at least one year from the date of denial.
- (k) Upon the issuance of a license, the licensee must have and continuously maintain in the city a registered agent upon whom any process, notice, or demand required or permitted by law or under this division may be served. This person must be an individual and must be a resident of the Fayette County. The licensee shall submit the name of such agent, along with the written consent of such agent, to the police department. The identity of the agent may also be submitted contemporaneous to filing the license application.
- (l) Upon approval of the application for a license, the police department shall issue a license in accordance with the approved application. If the applicant is an individual, the license shall be issued in the name of the individual. If the application is a corporation, the license shall be issued in the name of the corporation and in the name of the majority stockholder or a principal officer of the corporation. If the application is a partnership, the license shall be issued in the name of the partnership and in the name of one of the partners. All licenses issued shall be granted for the full calendar year or for the number of months remaining in the calendar year. Any applicant granted a license before July 1 shall pay the full license fee without proration. License fees for licenses granted on or after July 1 shall be one-half the annual license fee. License fees are not refundable once the license is granted by the city.

Sec. 50-208. - Forfeiture.

Any holders of a license under this division who ceases to operate the business as authorized in the license for a period of three consecutive months shall automatically forfeit his or her license, which license shall by virtue of such failure to operate be canceled without the necessity for any further action by the police chief or his or her designee. No future license will be granted for the location.

Sec. 50-209. - Transfers.

No license granted for a pawnshop shall be transferable except upon application to the police department in the same form and manner, and subject to the same requirements with respect to the transferee as are applicable in an original application. Any such license may be transferred only to another applicant doing the same business at the same place as the license holder to whom the license was originally issued. When permission for transfer has been granted, the original licensee or transferee shall cause the license to be delivered to the police chief or his or her designee who shall record such transfer, and the transferee shall pay a fee as a condition precedent to engaging in operations under the license. The fee for such transfer shall be established in a schedule of fees adopted by the city council.

No transfer shall be approved if the business ceases to operate for a period of three consecutive months.

Sec. 50-210. - Disposal of articles.

Any pawnbroker or employee of a pawnshop who makes a loan on pledged goods, or buys pledged goods on the condition that the seller may repurchase said goods, shall hold said goods for at least 30 days before disposing of them by sale, transfer, shipment or otherwise. Non-pledged goods bought under this section shall be held for at least 30 calendar days before disposing of them by sale, transfer, shipment or otherwise.

Sec. 50-211. - Minors.

It shall be unlawful for any pawnbroker or employee of a pawnshop to receive goods in pawn, trade, purchase or sale from a person of less than 18 years of age.

Sec. 50-212. - Hours of operation.

All holders of licenses under this division shall operate only between 9:00 a.m. and 9:00 p.m., Monday through Saturday.

Sec. 50-213. - Lost or stolen items.

- (a) It shall be the duty of every person operating a pawnshop or employed by a pawnshop to report to the Peachtree City Police Department any article or goods sold or pawned to him or her if he or she shall have a reason to believe that the article or goods were stolen or lost when presented by the seller or customer.

- (b) With respect to any items which would normally have a serial number or other means of identification, if any pawnbroker or employee of a pawnshop becomes aware that such items have had the identification removed, defaced or destroyed, such fact shall be immediately reported to the Peachtree City Police Department.
- (c) If it is determined that an item bought, sold, traded or pawned by a seller or customer to the pawnbroker or his or her employee is the subject of any reported theft, then the surrender of said item to the Peachtree City Police Department shall be done upon demand.

Sec. 50-214. - Suspension and revocation of license.

Immediate suspension, revocation, or forfeiture of a license shall occur only after notice and opportunity for a hearing before the city council consistent with the procedures set forth in this division and only upon the following occurrences:

- (a) Any license issued under this division for the operation of a pawnshop shall be immediately revoked in the case of bankruptcy, receivership or levy of legal process upon the licensed outlet or property therein.
- (b) Except as provided in this division, any change in the ownership of any entity operating or owning a licensed outlet shall be grounds for revocation of the license by the city council.
- (c) A license shall be immediately suspended or revoked by the city council upon learning that a licensee furnished fraudulent or untruthful information in the application for a license, or omits information required in the application for a license, or fails to pay all fees, taxes, or other charges imposed under the provisions of this division.
- (d) The city council shall immediately suspend or revoke the license of any licensee who does not meet the qualifications set forth in this division at any time such information becomes known to the city council.

Sec. 50-215. - Record of transactions.

- (a) Every pawnbroker shall maintain a permanent electronic record of its pawn transactions in which an accurate description of all property pledged, traded or sold to the pawnshop can be transmitted to the Peachtree City Police Department via an electronic automated reporting system, approved by the Peachtree City Police Department. Each of these transactions shall contain an accurate description of all property pledged, traded or sold to the pawnshop and shall be made at the time of each transaction, provided that the following information is included:
 - (1) The date and time of the purchase, pawn or sale of the property.
 - (2) The full name, street address and telephone number of the customer making the pledge, trade or sale.
 - (3) A description of the customer in terms of sex, race, date of birth, height and weight, as well as the driver's license number of the customer or some other identification card which contains a photograph of the customer.
 - (4) A description of the pledged or purchased property by serial, model or other number, if available, and by any identifying marks (e.g., brand name, color, style, etc.).

- (5) The number of the receipt or pawn transaction issued for the property pawned or bought.
 - (6) The price paid or the amount loaned.
 - (7) The maturity date of the transaction, if a pawn.
 - (8) A photograph of the customer and the item pawned or bought which will be taken with the electronic automated reporting system at the time of the transaction.
 - (9) The signature of the customer.
 - (10) The fingerprint of the customer as generated by the electronic automated system.
- (b) Every pawnshop shall enter each transaction as it occurs into the electronic automated reporting system or may elect to upload electronically via the internet a batch file of all transactions for each business day to the administrator of the electronic automated reporting system immediately at the conclusion of each business day. The administrator of the electronic automated reporting system will electronically transmit all transactions to the Peachtree City Police Department.
- (c) In the event that the electronic automated reporting system becomes temporarily or permanently disabled, pawnshops and pawnbrokers will be notified as soon as possible. In this event, the pawnbrokers will be required to make records of transactions in paper form. Such paper forms must include all information as enumerated in paragraph (a) of this Code section. Pawnbrokers shall maintain a three-day supply of these paper forms.
- (d) Any duly authorized law enforcement officer may, during the ordinary hours of business or any other reasonable time, inspect any pawnbroker's electronic records at the pawnbroker's place of business to ensure compliance with this section.
- (e) The Peachtree City Police Department shall select and designate the required automated reporting system.

Sec. 50-216. - Identification required.

All businesses licensed under this division shall, when receiving or purchasing goods, require a proper identification (e.g., driver's license, military I.D. card, state approved I.D. card or company employee I.D. card) containing a picture showing positive identification of the person who is selling or trading, or such identification shall be verified.

Sec. 50-217. - Fingerprinting required.

All businesses licensed under this division shall require every person from whom it accepts goods to place the fingerprint of his or her right index finger (if right index finger is missing, the next finger in line will be used) on the copy of the purchase ticket which is to be sent to the Peachtree City Police Department.

Sec. 50-218. - Erasures, obliterations, write-overs and type-overs not allowed.

No person licensed under this division shall erase, obliterate, type over, write over or in any way cause the original entry on the records required under this division to become illegible. All purchase tickets filled out in error shall be sent to the Peachtree City Police Department in their numbered order along with daily reports and shall have the word "VOID" typed or written across

the front; such entry shall not be used to cause the original entry to be illegible. If an error is made and the ticket is still to be used, then a single line shall be drawn through the incorrect entry. This line shall not cause the original entry to be illegible and the correct information entry shall be made on the next available area.

Sec. 50-219. - Violations.

- (a) It shall be unlawful for any pawnbroker or employee of a pawnshop to violate any of the provisions of this division, whether or not such person or employee is the holder of a current valid permit issued according to the terms of this division. Further, any person failing to comply with any provision of this division or other rules, ordinances and regulations as may be passed by the city council for conduct of the business of a pawnbroker, shall upon conviction, have the license to conduct such business revoked.
- (b) It shall be unlawful for any pawnbroker or employee of a pawnshop to:
 - (1) Make any false statement in an application for any permit provided for in this division.
 - (2) Make any false entry in any record book, ledger or form required by the terms of this division.
 - (3) Violate any criminal law of this state while acting in the course of business as a pawnbroker or employee of a pawnbroker.
- (c) The penalty for violating any of the provisions of this section shall be a City Code violation (misdemeanor) punishable by a fine not to exceed \$1,000.00.

Sec. 50-220. - Appeal procedure.

- (a) Upon receipt of a timely appeal of an administrative denial, or upon alleged violation of those items in section 8-294, the city clerk or his or her designee shall schedule a hearing before the city council and provide written notice to the adverse party of the time, place and date of the scheduled hearing. The city clerk or his or her designee shall also state in the written notice the basis for the administrative denial or the violation or occurrence alleged that forms the basis for the denial or potential suspension or revocation. After notice of hearing, matters scheduled for hearing may only be continued by agreement of the city manager and the adverse party and/or counsel for the adverse party.
- (b) The city council shall have the duty of conducting hearings concerning the denial, revocation, or suspension of a license. The standard of proof on all issues in the hearing shall be a preponderance of the evidence and a determination will be made on the basis of the evidence presented at the hearing.
- (c) At the hearing, after presentation of the case against the adverse party, the adverse party will have an opportunity to present his or her case, to rebut the allegations made against him or her, and present whatever defenses he or she has. The adverse party shall have the right to be represented by an attorney, at the expense of the adverse party, and to present evidence and cross-examine opposing witnesses. An opportunity for rebuttal shall be provided.
- (d) At the conclusion of the hearing, the findings and conclusions of the city council shall be forwarded to the city clerk or his or her designee and it shall be the duty of the city clerk or

his or her designee to provide written notification via certified mail to the adverse party of the decision of the city council.

- (e) The decision of the city council shall be final unless appealed to the Superior Court of Fayette County within 30 days of receipt by the adverse party of the written notification of the decision of the city council.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

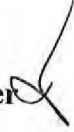
This _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest: _____
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *P.S.*

DATE: December 18, 2018

SUBJECT: Consider Lease Amendment – American Towers LLC
December 20, 2018 City Council Meeting

Recommendation

Staff recommends approval of the second amendment to the lease agreement with American Towers LLC to accelerate lease payments in the amount of \$1,003,466.

Discussion:

American Tower LLC owns and operates a cell tower on Rockaway Road adjacent to Meade Field. The tower resides on city-owned property and there is a ground lease in place to compensate the city for use of this space. The lease also provides for the city to share a percentage of revenue collected from tenants of American Tower who have attached equipment to the tower. Currently, the city receives approximately \$70K annually for both of these revenue streams.

An agent of American Tower had previously offered to buy out these revenue streams by accelerating lease payments to the city. The amount of the buyout offer was \$1,045,583, which represents about 15 year's-worth of future lease payments. Council had accepted this quote from the agent, but by time the lease amendment offer was received by the American Tower corporate offices, additional tenants had vacated the facility. Our telecommunications consultant has reviewed the revised offer of \$1,003,466 and confirmed that it is consistent with industry standards for transactions of this nature. The City Attorney has also reviewed the lease amendment.

Budget Impact

The FY 2019 General Fund operating budget already anticipates the \$70K drop in annual revenue from this transaction, as negotiations have been in progress for over a year. The revised buyout amount of \$1,003,466 is \$42,117 less than the previous offer approved by Council. The lease proceeds of \$1,045,583 will be deposited in the city Capital Projects Fund and used to fund city park enhancements.

THE SECOND AMENDMENT TO LEASE AGREEMENT

This Second Amendment to Lease Agreement (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **City of Peachtree City, Georgia**, ("**Landlord**") and **American Towers LLC**, a Delaware limited liability company ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

RECITALS

WHEREAS, Landlord owns the real property described on **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

WHEREAS, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated November 5, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on **Exhibit A**; and

WHEREAS, Landlord and Tenant desire to amend the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Rental Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **One Million Three Thousand Four Hundred Sixty-Six and No/100 Dollars (\$1,003,466.00)** (such one-time payment, the "**Pre-Paid Rental Amount**"), payable within ninety (90) days of the last to occur of the following: (a) Tenant's receipt of this Amendment executed by Landlord, with such execution duly notarized, on or before January 15, 2019; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete as of the Effective Date; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein including, without limitation, an Internal Revenue Service W-9 form (Request for Taxpayer Identification and Certification); (d) receipt by Tenant of an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, with such execution duly notarized, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord; and (e) if applicable, a closing statement executed by Landlord. The monthly and/or annual rental payments and any other monetary amounts payable under the Lease shall continue to be due and payable in accordance with the terms of the Lease until such time as the Pre-Paid Rental Amount due hereunder has been paid (such date payment is made, the "**Closing**"). From and after the Closing, any and all such rental and other monetary amounts payable under the Lease (excluding reimbursements explicitly provided for in the Lease which remain in effect) shall no longer be in effect and Tenant shall have no obligation to pay the same. Tenant shall have the right to deduct from the Pre-Paid Rental Amount, on a prorated basis, any prepaid monthly and/or annual rental payments or other proceeds payable under the Lease attributable to the period subsequent to the first day of the next calendar month following the Closing. Notwithstanding anything to the contrary contained in the Lease, the Pre-Paid Rental Amount shall be paid to **City of Peachtree Georgia**. In the event the conditions precedent to Tenant's obligation to pay the Pre-Paid Rental Amount delineated hereunder are not satisfied, Tenant, in Tenant's sole and absolute discretion, may elect not to counter-execute this Amendment in which case the Lease shall remain in full force and effect without giving effect to the terms herein.

2. **Lease Term Extended.** In consideration for payment of the Pre-Paid Rental Amount, the current term of the Lease is hereby extended to that date which is **Ninety-Nine (99) years** after the Effective Date (such extended term, the "**Term**"). Notwithstanding anything to the contrary contained in the Lease, Landlord shall be able to terminate this Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. Tenant may terminate the Lease at any time during the Term upon thirty (30) days prior written notice. Landlord and Tenant hereby agree that in addition to any rights or remedies under the Lease, Tenant shall only be entitled to recoup the Pre-Paid Rental Amount, prorated evenly, attributable to the period of time remaining in the Term subsequent to a termination of the Lease by Tenant following (i) an uncured breach of the Lease by Landlord; or (ii) the discovery of a material misrepresentation by Landlord. Misrepresentation as used herein means an intentional false statement respecting a matter of fact, made by Landlord, which is material to this Amendment and influential in causing Tenant to agree to enter into this Amendment. If Tenant is entitled to recoup a portion of the Pre-Paid Rental Amount pursuant to the foregoing, then Landlord shall remit such portion to Tenant within thirty (30) days of Tenant's written demand therefor.

3. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. The parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the Leased Premises and any other portions of the Parent Parcel prior to the Effective Date, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent and/or approval from Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, installing identifying signs, including those required by any governmental authority, and/or assigning all or any portion of Tenant's interest in this Lease, as modified by this Amendment. Upon assignment, Tenant will be released from any liability arising after the date of such assignment, and the assignee will be responsible for all future obligations of Tenant under the Lease. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant, Landlord hereby agrees promptly to execute and deliver building permits, zoning applications and other forms and documents required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and subleases. Landlord further grants to Tenant a limited power of attorney for the sole purpose of executing any building permits, land use and zoning applications on behalf of Landlord that are required by the local jurisdiction for Tenant and Tenant's customers to operate and conduct telecommunications or wireless business at the Leased Premises. Tenant has the right to install a second, temporary cell-tower structure while Tenant is performing any modification, maintenance, repair or replacement of the existing tower or a future tower located at the Leased Premises. The temporary structure will be promptly removed by Tenant upon the completion of such modification, maintenance, repair or replacement. Tenant or its customers have the right, but not the obligation, to remove the tower, their equipment, structures, fixtures and other personal property from the Leased Premises at any time during the Term and within ninety (90) days after the expiration or termination hereof. Landlord hereby acknowledges and agrees that Tenant shall have the right to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon an as-built survey. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

4. **Non-Compete.** During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of this Lease, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel or Landlord's contiguous, adjacent, adjoining or surrounding property to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.

5. **Limited Right of First Refusal.** Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to any sale of the Parent Parcel done in accordance with O.C.G.A. § 36-37-6. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right, exercisable in Tenant's sole and absolute discretion, of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

6. **Landlord Statements; Title to Parent Parcel.** Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; and (v) there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this Amendment, including, without limitation, any mortgages or other security instrument(s). Landlord hereby represents and warrants that so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord agrees to and hereby does indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The

aforementioned indemnification shall survive the execution and delivery of this Amendment.

7. **NDA.** If all or any portion of the Parent Parcel is encumbered by a mortgage or other security instrument, Landlord agrees to obtain a Non-Disturbance Agreement ("***NDA***") from the applicable lender(s) on a form to be provided by Tenant. If, despite Landlord's best efforts, Landlord is unable to obtain the NDA, Landlord may request a risk assessment to determine whether Tenant will counter-execute and move forward with this Amendment without an NDA, in which case Landlord shall provide Tenant with authorization to verify Landlord's credit worthiness and any additional documentation and/or information requested by Tenant in connection with such risk assessment.
8. **Notices.** The Parties acknowledge and agree that Section 32 of the Lease and Section 8 is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 151 Willowbend Rd., Peachtree City, GA 30269; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's interest in this Lease, as amended, and all of Tenant's property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's mortgagee ("***Tenant's Mortgagee***") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "***Holder***") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant or Holder.
11. **Taxes.** The Parties acknowledge and agree that Section 10 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to taxes shall be controlled by this Section of this Amendment. During the Term, Landlord shall pay when due all real property, personal property, and other taxes, fees and assessments attributable to the Parent Parcel, including the Leased Premises. Tenant hereby agrees to reimburse Landlord for any personal property taxes in addition to any increase in real property taxes levied against the Parent Parcel, to the extent both are directly attributable to Tenant's improvements on the Leased Premises (but not, however, taxes or other assessments attributable to periods prior to the Effective Date), provided, however, that Landlord must

furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of such personal property taxes or real property tax increase to Tenant along with proof of payment of same by Landlord. Anything to the contrary notwithstanding, Tenant shall not be obligated to reimburse Landlord for any applicable taxes unless Landlord requests such reimbursement within one (1) year after the date such taxes became due. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Tenant shall pay applicable personal property taxes directly to the local taxing authority to the extent such taxes are billed and sent directly by the taxing authority to Tenant. If Landlord fails to pay when due any taxes affecting the Parent Parcel as required herein, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) and demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Amendment as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Peachtree City, Georgia

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

WITNESS

American Towers LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

Commonwealth of Massachusetts

County of Middlesex

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

All that tract or parcel of land lying and being in Land Lot 29 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the TRUE POINT OF BEGINNING begin at the corner formed by the intersection of the northwest line of the right-of-way of Rockaway Road (a road having an 80 foot right-of-way) with the southerly right-of-way of State Route 74 (a road having a 100 foot right-of-way) and thence run south 84 degrees 46 minutes 14 seconds west along the southerly right-of-way of State Route 84 a distance of 52.94 feet to an iron pin and the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING running thence south 0 degrees 01 minutes 37 seconds east, a distance of 69.62 feet to an iron pin set on said northwesterly right-of-way line of Rockaway Road; running thence south 35 degrees 17 minutes 08 seconds west along the northwesterly right-of-way line of Rockaway Road a distance of 841.25 feet to an iron pin set; running thence north 0 degrees 01 minutes 37 seconds west a distance of 711.81 feet to an iron

pin set on said southerly right-of-way line of State Route 74; running thence north 84 degrees 46 minutes 14 seconds east along the southerly right-of-way line of State Route 74 a distance of 488.28 feet to an iron pin set and THE TRUE POINT OF BEGINNING, being 4.362 acres.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

All that tract or parcel of land lying and being located in Land Lot 29, 6th District, Fayette County, GA, containing 6039 square feet, more or less, as shown on a plat of survey prepared for Grid Towers, LLC by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated October 6, 1998, and being more particularly described as follows:

Begin at an iron pin placed at the intersection of the southerly right of way line of Georgia Highway 74 (having a 100 foot right of way) and run thence S 57° 36' 07" W a distance of 406.69 feet to an iron pin placed at the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING thus established, run thence S 35° 59' 03" W a distance of 165.44 feet to an iron pin placed; run thence N 00° 40' 18" E a distance of 126.29 feet to an iron pin placed; run thence N 85° 28' 07" E a distance of 96.03 feet to an iron pin placed at the TRUE POINT OF BEGINNING.

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way, including but not limited to:

Together with a 20 foot ingress/egress and utility easement from the northwesterly right of way of the said Rockaway Road and across Landlord's property to the leased premises located in said Land Lot and district, Fayette County, Georgia, as shown on a plat of survey prepared for Grid Towers, LLC by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated October 6, 2998, and being more particularly described as follows:

Begin at an iron pin placed at the intersection of the southerly right of way line of Georgia Highway 74 (having a 100 foot right of way) and the northwesterly right of way line of Rockaway Road (having an 80 foot right of way) and run thence S 00° 40' 18" W along the northwesterly right of way line of said Rockaway Road a distance of 69.62 feet to an iron pin placed; continuing thence along said right of way line, and following the angle thereof, run S 35° 59' 03" W a distance of 391.01 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, and leaving said northwesterly right of way line, run N 54° 14' 08" W a distance of 190.00 feet to a point; run thence S 35° 59' 03" W a distance of 20.00 feet to a point; run thence S 54° 14' 08" W a distance of 190.00 feet to a point on said northwesterly right of way line; run thence N 35° 59' 03" E along said northwesterly right of way line a distance of 20.00 feet to the True Point of Beginning.

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

Prepared by and Return to:

American Tower
10 Presidential Way
Woburn, MA 01801
Attn: Land Management/Sarah Kmiecik, Esq.
ATC Site No: 26081
ATC Site Name: Peachtree City South GA
Assessor's Parcel No(s): 06-09-00-004

Prior Recorded Lease Reference:

Book 1351, Page 446; and
Book 4431, Page 236
State of Georgia
County of Fayette

MEMORANDUM OF LEASE

This Memorandum of Lease (the "**Memorandum**") is entered into on the _____ day of _____, 201____ by and between **City of Peachtree City, Georgia ("Landlord")** and **American Towers LLC**, a Delaware limited liability company ("**Tenant**").

NOTICE is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Lease Agreement dated November 5, 1998 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **Term.** Subject to the terms, provisions and conditions of the Lease, as amended, the term of the Lease is **Ninety-Nine (99)** years commencing on the Effective Date of that certain Second Amendment to Lease Agreement as that term is defined therein.
3. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
4. **Right of First Refusal.** There is a right of first refusal in the Lease.

5. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
6. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 151 Willowbend Rd., Peachtree City, GA 30269; to Tenant at: Attn: Land Management 10 Presidential Way, Woburn, MA 01801, with copy to: Attn Legal Dept., 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
7. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
8. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

LANDLORD

2 WITNESSES

City of Peachtree City, Georgia

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public
Print Name: _____
My commission expires: _____

[SEAL]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

TENANT

American Towers LLC

a Delaware limited liability company

Signature: _____

Print Name: _____

Title: _____

Date: _____

WITNESS

Signature: _____

Print Name: _____

Signature: _____

Print Name: _____

WITNESS AND ACKNOWLEDGEMENT

State/Commonwealth of _____

County of _____

On this ____ day of _____, 201____, before me, _____ the undersigned Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

Print Name: _____

My commission expires: _____

[SEAL]

EXHIBIT A

This Exhibit A may be replaced at Tenant's option as described below

PARENT PARCEL

Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below.

All that tract or parcel of land lying and being in Land Lot 29 of the 6th District of Fayette County, Georgia and being more particularly described as follows:

To arrive at the TRUE POINT OF BEGINNING begin at the corner formed by the intersection of the northwest line of the right-of-way of Rockaway Road (a road having an 80 foot right-of-way) with the southerly right-of-way of State Route 74 (a road having a 100 foot right-of-way) and thence run south 84 degrees 46 minutes 14 seconds west along the southerly right-of-way of State Route 84 a distance of 52.94 feet to an iron pin and the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING running thence south 0 degrees 01 minutes 37 seconds east, a distance of 69.62 feet to an iron pin set on said northwesterly right-of-way line of Rockaway Road; running thence south 35 degrees 17 minutes 08 seconds west along the northwesterly right-of-way line of Rockaway Road a distance of 841.25 feet to an iron pin set; running thence north 0 degrees 01 minutes 37 seconds west a distance of 711.81 feet to an iron

pin set on said southerly right-of-way line of State Route 74; running thence north 84 degrees 46 minutes 14 seconds east along the southerly right-of-way line of State Route 74 a distance of 488.28 feet to an iron pin set and THE TRUE POINT OF BEGINNING, being 4.362 acres.

LEASED PREMISES

Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

All that tract or parcel of land lying and being located in Land Lot 29, 6th District, Fayette County, GA, containing 6039 square feet, more or less, as shown on a plat of survey prepared for Grid Towers, LLC by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated October 6, 1998, and being more particularly described as follows:

Begin at an iron pin placed at the intersection of the southerly right of way line of Georgia Highway 74 (having a 100 foot right of way) and run thence S 57° 36' 07" W a distance of 406.69 feet to an iron pin placed at the TRUE POINT OF BEGINNING. From the TRUE POINT OF BEGINNING thus established, run thence S 35° 59' 03" W a distance of 165.44 feet to an iron pin placed; run thence N 00° 40' 18" E a distance of 126.29 feet to an iron pin placed; run thence N 85° 28' 07" E a distance of 96.03 feet to an iron pin placed at the TRUE POINT OF BEGINNING.

ACCESS AND UTILITIES

The Access and Utilities Easements include all easements of record as well as existing access and utilities currently servicing the Leased Premises to and from a public right of way, including but not limited to:

Together with a 20 foot ingress/egress and utility easement from the northwesterly right of way of the said Rockaway Road and across Landlord's property to the leased premises located in said Land Lot and district, Fayette County, Georgia, as shown on a plat of survey prepared for Grid Towers, LLC by Tibbitts Land Surveying, Inc., James G. Secrist, Georgia RLS No. 2526, dated October 6, 2998, and being more particularly described as follows:

Begin at an iron pin placed at the intersection of the southerly right of way line of Georgia Highway 74 (having a 100 foot right of way) and the northwesterly right of way line of Rockaway Road (having an 80 foot right of way) and run thence S 00° 40' 18" W along the northwesterly right of way line of said Rockaway Road a distance of 69.62 feet to an iron pin placed; continuing thence along said right of way line, and following the angle thereof, run S 35° 59' 03" W a distance of 391.01 feet to a point and the TRUE POINT OF BEGINNING; from the TRUE POINT OF BEGINNING thus established, and leaving said northwesterly right of way line, run N 54° 14' 08" W a distance of 190.00 feet to a point; run thence S 35° 59' 03" W a distance of 20.00 feet to a point; run thence S 54° 14' 08" W a distance of 190.00 feet to a point on said northwesterly right of way line; run thence N 35° 59' 03" E along said northwesterly right of way line a distance of 20.00 feet to the True Point of Beginning.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
OWNER/BORROWER/CONTRACTOR AFFIDAVIT AND INDEMNIFICATION AGREEMENT

PARTIES: All parties identified in this section must execute this Agreement. (Indicate marital status of an individual Owner or Buyer-Borrower.)

If a Sale:

Seller(s) (hereinafter "Owner") _____

Buyer(s)-Borrower(s) (hereinafter "Buyer-Borrower") _____

(NOTE: Buyer-Borrower execution required only if acquisition loan with future advances and if construction contemplated or in process.)

If a Refinance or Loan (including modification of loan) Subsequent to Acquisition/No Sale:

Current Owner(s)/Borrower(s) (hereinafter "Owner") _____

If Construction of an Improvement Contemplated, In Process, or Recently Completed (within 120-Day Lien Period):

Contractor(s) (hereinafter "Contractor") _____

(NOTE: There can be more than one contractor dealing with an owner. All contractors, as defined below, must be named and execute this Agreement.)

REAL PROPERTY: _____

(insert street address or brief description) and/or as described on Exhibit "A" attached (hereinafter "Property").

AGREEMENT: Owner, Buyer-Borrower, and Contractor first being duly sworn, depose and say: (Representations set forth herein being made by Buyer-Borrower or Contractor are only deemed to apply if they are identified as Parties above and have executed this Agreement.)

1. Definitions: As used herein, the following terms shall have the following meanings:

- **Agreement:** This Owner/Borrower/Contractor Affidavit and Indemnification Agreement.
- **Improvement:** All or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, or landscaping, including trees and shrubbery, driveways, and private roadways, on real property.
- **Labor, Services or Materials:** Labor or professional design (including architectural, engineering, landscaping) or surveying services or materials or rental equipment for which a lien can be claimed.
- **contractor:** Any person who performs or furnishes labor or professional design (including architectural, engineering, landscaping) or surveying services or furnishes materials or rental equipment pursuant to a contract, either express or implied, with the owner of real property for the making of an Improvement thereon. An owner is a person who has an interest in the real property improved (including a person with rights to purchase under a contract) and for whom an improvement is made and who ordered the improvement to be made; and includes successors in interest of the owner and agents of the owner acting within their authority. (Note that services by architects, engineers, landscapers, and surveyors are often provided before there is visible evidence of construction.)
- **120-Day Lien Period:** The 120-day period within which to file a claim of lien prescribed by NCGS Chapter 44A, Article 2.
- **Owner, Buyer-Borrower and Contractor:** The party or parties identified as "Owner", "Buyer-Borrower" and "Contractor" respectively in the Parties section above.
- **Property:** The property described in the Real Property section above or on attached Exhibit "A".
- **Company:** Fidelity National Title Insurance Company, a California corporation, and/or its affiliates.
- **Owner, Buyer-Borrower, Contractor, Improvement, and Property** shall include the singular, plural, masculine, feminine or neuter as required by context.

2. Ownership: Owner is the record owner of the Property, and has not sold, contracted to sell or conveyed any part of the Property in Exhibit A to any other party...

3. Identification of Contractor: Owner and/or Buyer-Borrower certify that every contractor with whom they have dealt or contracted for Improvements within the 120-Day Lien Period is identified above. To the best of the knowledge and belief of Contractor named above and executing this Agreement, all parties that have dealt or contracted with Owner and/or Buyer-Borrower for Improvements made within the 120-Day Lien Period are identified above. If no Contractor is identified above, Owner certifies that any Improvements to the Property made within the 120-Day Lien Period were made by Owner without the assistance of a contractor.

4. Construction: (If no box is checked or the Security Instrument is not fully described, the provisions of this Agreement which actually apply to the situation will be deemed selected and fully operative.)

☐ **NO RECENT or CONTEMPLATED CONSTRUCTION (WITHIN 120-DAY LIEN PERIOD)**

AFFIDAVIT

Owner certifies that at no time within the 120-Day Lien Period have any Labor, Services or Materials been furnished in connection with a contract, express or implied, for an Improvement to the Property.

☐ **CONSTRUCTION RECENTLY COMPLETED (WITHIN 120-DAY LIEN PERIOD)**

AFFIDAVIT AND WAIVER OF LIENS

Owner and Contractor certify that construction of Improvements to the Property made within the 120-Day Lien Period has been fully completed and accepted by Owner. Owner and Contractor certify that all persons, firms and corporations providing Labor, Services or Materials for construction of Improvements have been paid in full except those parties claiming by, through or under Contractor that will be paid promptly and in full contemporaneously with disbursement of funds and closing of the transaction for which this Agreement is being executed. Owner and Contractor certify that (i) there are no mechanics' or materialmen's liens on the Property; (ii) they have not received a notice of claim of lien on funds due to contractor; and (iii) there are no other type claims outstanding which would entitle the holder thereof to claim a lien on the Property including no outstanding retention of title agreements or security interests for any materials, appliances, fixtures, or furnishings placed upon or installed in the Property.

Contractor hereby waives and releases his right (and that of anyone claiming by, through, or under him) to file a mechanic's or materialman's lien on the Property. Contractor further warrants that he has not assigned and will not assign his claim for payment or right to perfect a potential lien on the Property and that he has the right to execute this waiver. To the extent of any post-closing punch list or other post-closing Labor, Services or Materials furnished or provided by Owner or Contractor for an Improvement to the Property, they (for themselves and those claiming by, through, or under them) do hereby subordinate in favor of any lender(s) and the Company, their respective claims regarding a potential lien or right to a claim of lien on the Property.

☐ **CONSTRUCTION CONTEMPLATED BUT NOT COMMENCED or CONSTRUCTION IN PROCESS**

AFFIDAVIT AND SUBORDINATION OF LIENS

Construction of an Improvement to the Property is contemplated but not commenced or is in process. Buyer-Borrower (if a sale) or Owner (if a refinance or loan, including modification of loan, subsequent to acquisition) has obtained a loan from _____

("Lender") with loan proceeds to be advanced in the future, said loan evidenced or to be evidenced by a promissory note(s) in the principal amount of

\$ _____ secured by a Security Instrument(s) (as modified or to be modified as of the date of execution of this Agreement, if applicable)

encumbering the Property ("Security Instrument") which will be recorded or is recorded in Book _____, page _____, _____ County Registry.

Buyer-Borrower or Owner and Contractor do hereby certify that (i) prior to recording of the Security Instrument, no Labor, Services or Materials have been furnished in connection with a contract, express or implied, for construction of the proposed Improvements to the Property; OR (ii) prior to recording of the Security Instrument, certain Labor, Services or Materials have been furnished for construction of Improvements to the Property by Contractor (and parties claiming by, through or under him).

Buyer-Borrower or Owner and Contractor certify that (i) there are no mechanics' or materialmen's liens on the Property; (ii) they have not received a notice of claim of lien on funds due to contractor; and (iii) there are no other type claims outstanding which would entitle the holder thereof to claim a lien on the Property including no outstanding retention of title agreements or security interests for any materials, appliances, fixtures, or furnishings placed upon or installed in the Property.

Contractor hereby subordinates to the lien of the Security Instrument his right (and that of anyone claiming by, through, or under him) to file a mechanic's or materialman's lien on the Property. Contractor agrees that the Security Instrument shall constitute a superior and paramount lien for all amounts which have been or may hereafter be advanced thereunder. Contractor further warrants that he has not assigned and will not assign his claim for payment or right to perfect a potential lien on the Property and that he has the right to execute this subordination.

5. **Possession or use:** Owner certifies that there are no persons in possession of or using any portion of the Property other than pursuant to a recorded document.
6. **Taxes, assessments and association dues:** Owner certifies that there are no unpaid or delinquent real estate taxes, School District Taxes, or assessments (including deferred taxes or rollback taxes) against the Property; nor are there any unpaid or delinquent water, sewer or other utility service charges or homeowner's association dues. Also, Owner has not received notice of, nor does Owner know of any recent or future planned improvements (such as street paving, sidewalks, street lighting, surface drainage, etc.) that will or might result in a special assessment against the Property.
7. **Burial grounds:** Owner certifies that he has no knowledge of any burial grounds located on the Property.
8. **Rules, regulations and restrictions:** Owner and Contractor certify that the Property and use thereof are in compliance with applicable laws, zoning ordinances, subdivision or building regulations, rules, covenants and restrictions affecting the construction, occupancy, use and/or operation of the Property; and Owner and/or Contractor have not received any notice to the contrary.
9. **Matters of Record and Gap:** Owner and Contractor certify that they have not created, suffered, assumed or agreed to any defect, lien, encumbrance, or adverse matter affecting title to the Property except matters of record and matters disclosed herein as of the date of execution of this Agreement; and that they will promptly defend, remove, bond, or otherwise dispose of any defect, lien, encumbrance, adverse claim, or other matter, if any, created, first appearing in the public records, or attaching subsequent to the effective date of any commitment for title insurance issued by Company or the date of execution of this Agreement (whichever bears the earlier date) but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage therein.

10. **Other Matters of Record:** Owner certifies the following:

- a. No liens filed against Owner that have not been disclosed by a search of the public records, this includes but is not limited to Federal Tax Liens, State Tax Liens, Liens for condominium fees, child support liens, judgment liens against owner issued by any court of any City, County, State or Federal Court.
- b. Owner knows of no adverse claim to the Property and that so far as Owner knows, there are no encroachments or boundary conflicts. Owner has no knowledge of any unrecorded easement or claim of easement; any dispute, discrepancy or encroachment affecting a setback or boundary line; the bankruptcy of any owner.
- c. Owner has not entered into any contract to sell or convey any part of the Property.
- d. There are no mobile or manufactured homes located on the property. Any mobile/manufactured home that in the past was located on the property has been affixed to the property and is now taxed as real estate by the appropriate taxing authority.

11. () **ADDITIONAL INFORMATION PERTAINING TO ANY NUMBERED ITEM(S) ABOVE IS SET FORTH ON ATTACHED EXHIBIT.**

This Agreement is made to induce the purchase of and/or a loan secured by the Property described herein and the issuance of a title insurance policy or policies by Company insuring title to the Property without exception to matters represented in this Agreement. The provisions of this Agreement shall survive the disbursement of funds and closing of this transaction and shall be binding upon Owner, Buyer-Borrower, and Contractor (and anyone claiming by, through or under them).

Owner, Buyer-Borrower, and Contractor, jointly and severally, agree to indemnify and hold any buyer, lender, and Company harmless of and from any and all loss, cost, damage and expense of every kind, including attorney's fees, which the buyer, lender or Company shall or may incur or become liable for, directly or indirectly, as a result of reliance on the respective representations made herein. Notwithstanding the foregoing, no party to this Agreement assumes liability for certifications made by another party.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – AFFIANT SIGNATURES ON NEXT PAGE

PROVIDING A FALSE AFFIDAVIT IS A CRIMINAL OFFENSE**EXECUTION BY OWNER**

_____	State of _____ County of _____
By: _____	Signed and sworn to (or affirmed) before me this day by _____
Printed or Typed Name/Title: _____	_____ [insert name(s) or principal(s)].
By: _____	Date: _____
Printed or Typed Name/Title: _____	My Commission Expires: _____ Notary Public

	(Affix Official/Notarial Seal) Notary's Printed or Typed Name

EXECUTION BY CONTRACTOR (IF CONSTRUCTION CONTEMPLATED, IN PROCESS, OR RECENTLY COMPLETED)

_____	State of _____ County of _____
By: _____	Signed and sworn to (or affirmed) before me this day by _____
Printed or Typed Name/Title: _____	_____ [insert name(s) or principal(s)].
By: _____	Date: _____
Printed or Typed Name/Title: _____	My Commission Expires: _____ Notary Public

	(Affix Official/Notarial Seal) Notary's Printed or Typed Name

EXECUTION BY BUYER-BORROWER (IF ACQUISITION LOAN WITH FUTURE ADVANCES AND IF CONSTRUCTION CONTEMPLATED OR IN PROCESS)

_____	State of _____ County of _____
By: _____	Signed and sworn to (or affirmed) before me this day by _____
Printed or Typed Name/Title: _____	_____ [insert name(s) or principal(s)].
By: _____	Date: _____
Printed or Typed Name/Title: _____	My Commission Expires: _____ Notary Public

	(Affix Official/Notarial Seal) Notary's Printed or Typed Name

EXECUTION BY BUYER-BORROWER (IF ACQUISITION LOAN WITH FUTURE ADVANCES AND IF CONSTRUCTION CONTEMPLATED OR IN PROCESS)

_____	State of _____ County of _____
By: _____	Signed and sworn to (or affirmed) before me this day by _____
Printed or Typed Name/Title: _____	_____ [insert name(s) or principal(s)].
By: _____	Date: _____
Printed or Typed Name/Title: _____	My Commission Expires: _____ Notary Public

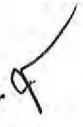
	(Affix Official/Notarial Seal) Notary's Printed or Typed Name

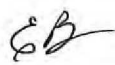
NOTE: ATTACH ADDITIONAL SIGNATURE SECTIONS IF THERE ARE MULTIPLE OWNERS, CONTRACTORS, OR BUYERS-BORROWERS

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Ellece Brown, Director, Human Resources & Risk Management 

DATE: December 18, 2018

SUBJECT: Consider Addition of New Job Title within the Fire Department
December 20, 2018, City Council Meeting

Recommendation

That Council approves the addition of a new job title within the Fire Department entitled Firefighter/EMT (Uncertified) (Grade 13).

Discussion

With the tight labor market, we have had challenges in filling our open positions (Firefighter/EMT and Firefighter/Paramedic) within the Fire Department. As a result, we have had to consider alternative recruitment strategies that involve training our own staff in basic firefighting and suppression techniques and/or emergency medical services. With this proposal, we would hire an individual who has his/her Firefighting certification, but may not have completed his/her EMT or Paramedic certification or vice versa. This strategy is similar to what the Police Department does when they hire uncertified Police Officers and send them to the Academy for training. In short, we would be training or "growing" our own staff. Individuals would be hired at a lower salary grade (Grade 13) and would have up to 18 months to complete their necessary certification. Upon attaining the required certification, he/she would move to a certified Firefighter/EMT (Grade 14) or Firefighter/Paramedic position (Grade 16).

A new job description has been created and evaluated according to the Factor Evaluation System as established by our compensation plan. The outcome and recommendation is to place the new job title in Salary Grade 13.

Budget Impact

Since this request would not add to headcount, but would potentially bring employees into the Fire Department at a lower salary grade, the impact of this recommendation would be a possible savings of up to \$1800 per hire.



Firefighter - EMT (Uncertified)
Fire

FD/17
Reports To: Fire Lieutenant

Salary Grade: 13
Job Code: FD/17

FLSA Status: Non-Exempt
Date: 12/18/2018

JOB SUMMARY

This position engages in training programs designed to allow the employee to perform fire prevention and suppression, emergency medical service, and rescue activities as a Firefighter – EMT (Advanced).

ESSENTIAL FUNCTIONS

Performs within the limits of the employee's certification and licensure as either a firefighter or Emergency Medical Technician, until he/she satisfies all requirements for recognition as a Firefighter – EMT (FD/11) or Firefighter – Paramedic (FD/10) with the City of Peachtree City. Functions may include:

- Responds to fire alarms and uses firefighting skills to evaluate and carry out actions to most efficiently control the emergency at hand; assists with the fighting of structural fires.
- Responds to medical emergencies and uses EMS skills to evaluate, treat, stabilize and transport patients to the appropriate medical facility as allowed by Georgia's scope of practice and department protocols.
- Responds to natural and man-made disasters; participates in emergency response activities.
- Completes required reports detailing fire and medical incident responses.
- Drives and operates firefighting and EMS vehicles, apparatus and equipment as assigned.
- Completes required training and maintains required certifications.
- Inspects equipment to ensure that it is in proper working order; washes and cleans equipment on a regular basis; repairs and performs routine maintenance on equipment; ensures the proper functioning of all emergency medical equipment and vehicles.
- Maintains an adequate inventory of supplies aboard emergency vehicles; conducts regular inspections.

- Provides fire prevention information to the public; assists in teaching fire safety and CPR classes; provides tours of the fire station.
- Performs housekeeping, grounds keeping, and building maintenance duties.
- Performs inspections and pre-incident planning for City businesses.
- Completes fire hydrant and hose inspections and testing.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

Knowledgeable, within the limits of the employee's certification and licensure, as either a firefighter or Emergency Medical Technician, until he/she satisfies all requirements for recognition as a Firefighter – EMT (FD/11) or Firefighter – Paramedic (FD/10) with the City of Peachtree City. Knowledge and skill may include:

- Knowledge of the operation of all apparatus and equipment and methods used in combating, extinguishing and preventing fires and in rescue/EMS work.
- Knowledge of emergency medical principles and applications.
- Knowledge of firefighting standards, practices, strategies, tactics, and equipment.
- Knowledge of rules, regulations, and standard operating procedures of the fire department.
- Knowledge of equipment maintenance principles.
- Knowledge of hydrant locations, water systems, and water mains.
- Knowledge of local, state, and federal fire codes.
- Knowledge of universal precautions relating to infection control.
- Knowledge of human anatomy and physiology.
- Knowledge of algebra, pharmacology, and chemistry.
- Knowledge of hazardous materials.
- Skill in the operation of all firefighting, rescue and EMS equipment, including motor vehicles.
- Skill in extrication techniques.
- Skill in patient assessment.
- Skill in the use of a computer.

- Skill in the use of radios and communication equipment.
- Skill in interpersonal relations.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Fire Lieutenant assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results. While engaged in formal training programs, works under the general supervision of the program instructor or clinical preceptor.

GUIDELINES

Guidelines include department standard operating procedures, City ordinances and policies, fire rescue and EMS protocols, NFPA standards, the Life Safety Code, and the International Fire Code. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of gaining cognitive and psychomotor skills necessary to engage in fire suppression, rescue, and emergency medical service duties.
- Based on certification and licensure, the work consists of related fire suppression, rescue, and emergency medical service duties. The variety of emergency situations encountered contributes to the complexity of the work.
- The purpose of this position is to prepare to protect lives and property through fire prevention and suppression activities and provision of emergency medical services. Successful performance helps ensure the safety of lives and property in the community.

CONTACTS

- Contacts are typically with co-workers, other city employees, representatives of other fire departments, training program hosts and instructors, hospital staff, clinical preceptors, representatives of state and federal agencies, vendors, local business owners, and the general public.
- Contacts are typically to give or exchange information, resolve problems, provide services, and educate the public.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting, standing, stooping, walking, bending or crouching. The employee frequently lifts heavy objects, climbs ladders, uses tools or equipment requiring a high degree of dexterity, distinguishes between shades of color, and utilizing the sense of smell.
- The work is typically performed in an office or classroom, except while at fire or other emergency

scenes. The employee may be exposed to machinery with moving parts, irritating chemicals, extreme temperatures, hazardous situations, and inclement weather. The work requires the use of protective clothing and devices.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Experience sufficient to thoroughly understand the work to be able to answer questions and resolve problems, usually associated with one to three years experience or service.
- Possession of valid Basic Life Support for Healthcare Providers Certification.
- Completion of NIMS 100, 200, 700, and 800.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Georgia for the type of vehicle or equipment operated.
- Ability to meet current requirements set forth by the National Fire Protection Association, the Georgia Firefighter Standards and Training Act, as well as all Georgia Department of Public Health Office of EMS and Trauma Regulations.
- **Selected candidates must attain State of Georgia licensure as an Emergency Medical Technician - Advanced or Paramedic within the first 18 months of employment.**
- **Selected candidates must attain Georgia/ProBoard Firefighter I & II Certifications and Hazmat Awareness/Operations Certification within the first 18 months of employment.**

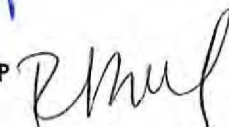
The qualifications listed above represent the credentials necessary to perform the essential functions of this position. To be successful in this position, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions of this position.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie 
City Manager

FROM: Robin Cailloux, AICP 
Senior Planner

DATE: December 13, 2018

SUBJECT: Annexation of unincorporated islands between Tyrone
December 20, 2018 City Council Meeting

Applicant: City Council initiated

Background and Process

City Council has been considering various annexation scenarios since the 2014 Annexation Study conducted by staff. Two areas highlighted at the summer 2018 Council workshops have progressed this year: The Highway 54 east annexations and the unincorporated island annexation. At their November 15, 2018 regular meeting, City Council initiated the process of annexing and zoning the unincorporated islands between the northwest boundary of Peachtree City and the southwest boundary of the Town of Tyrone.

The process for the annexation of unincorporated islands is regulated by Article 6 of the Georgia Annexation Law. This process is different from the other types of annexation methods and only applies to unincorporated land that is completely surrounded by one or more municipalities. The responsibility for annexation of an island is determined by which city surrounds the property more.

Figure 1 shows all of the unincorporated islands in this vicinity. Those in orange are surrounded by mostly Tyrone, and the one in blue is surrounded mostly by Peachtree City. This annexation action is for the area shown in blue, totaling about 41 acres.

The Georgia Annexation law does not require a public hearing for the annexation of unincorporated islands. Notice was sent to the property owners and the Fayette County Board of Commissioners (BOC). As of December 13, the City has not been contacted by the property owners; the BOC voted at their December 13, 2018 meeting to "Not Object" to the proposed annexation.



Figure 1: Unincorporated Islands between Peachtree City and the Town of Tyrone

Ordinance Number _____

**AN ORDINANCE TO AMEND APPENDIX C. ANNEXATIONS,
OF THE PEACHTREE CITY CODE OF ORDINANCES
ADDRESSING THE ANNEXATION OF A 42-ACRE TERRITORY OF LAND
LOCATED WITHIN UNINCORPORATED FAYETTE COUNTY
BORDERED BY THE TOWN OF TYRONE TO THE NORTH, AND
PEACHTREE CITY TO THE SOUTH, WEST, AND EAST,
PARCELS 0719 004 & 0719 008,
AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 113 be added to the Peachtree City Code of Ordinances to read as follows:

Sec. 113. Unincorporated Islands.

Pursuant to O.C.G.A. § 36-36-92 and a vote of our City Council, all of the following described property, known to us as unincorporated islands, shall be annexed into the city limits of Peachtree City:

Parcel 1: Tax ID 0719 004

All that tract or parcel of land lying and being in Land Lot 167, 7th District, Fayette County, Georgia, and being more particularly described as follows: Commencing at ½" rebar found located on the south west corner of Lot 2B of Shamrock Industrial Park Phase 5 as shown on Plat Book 47, Page 112, said rebar also being located on the northern line of Land Lot 167, Thence along said northern Land Lot Line S89°48'07"E 216.11' to a ½" rebar found on the south east corner of said Lot 2b; thence S88°55'18"E 60.58' to a ½" rebar found at the south west corner of property now or formerly owned by CWD Properties, Inc., said point being the Point of Beginning for this tract of Land; thence continuing along said northern line of Land Lot 167 and the southern line of CWD Properties, Inc. S89°06'09"E 1,061.87' to the remnants of a concrete monument found located on the western lone of property now or formerly owned by Martha Lee; thence along said Martha Lee property S00°39'26"W 1,474.04' to a concrete monument found located on the northern line of property now or formerly owned by Peachtree City Holdings, thence N88°43'20"W 83.50' to a 1/2" rebar found on the northern line of property now of formerly owned by KH Peachtree LLLP, thence along said northern line of KH Peachtree LLLP Property, N88°17'04"W 929.61' to an iron pin set (1/2" rebar with cap stamped "Rochester-LSF000484" located on the eastern line of property now or formerly owned by KH Peachtree LLLP, thence along the eastern line of KH Peachtree LLLP Property, N03°37'45"W 1,464.96' to a ½" rebar found located at the south east corner of said Lot 2B Shamrock Industrial Park, said point also being located on the northern line of Land Lot 167; thence along said Land Lot Line S88°55'18"E 60.58' to a ½" rebar found and the Point of Beginning.

Said Tract of land containing 1,566,355 square feet or 35.959 acres.

Parcel 2: Tax ID 0719 008

All that tract of land lying in Land Lot 167, 7th District, Fayette County, Georgia, and being more particularly described as follows: Beginning at an iron pin set at the Land Lot corner common to Land Lot 167, 155, 156, and 166 commence along the Land Lot line common to Land Lots 155 and 167 N00°53'45"E, a distance of about 1,038 feet to the southeast corner of said property, labeled "Ellerson House 6 acres" in survey and deed filed in Fayette County records in Plat Book L page 86 recorded on July 26, 1886.

Said Tract of land containing about 6 acres.

The effective date of said annexation shall be as set forth in O.C.G.A. §§ 36-36-2.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.

Done, Ratified, and Passed this _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Planning Commissioners

VIA: Jonathan N. Rorie 
City Manager

FROM: Robin Cailloux, AICP 
Senior Planner

DATE: December 13, 2018

SUBJECT: Zoning of unincorporated islands between Tyrone
December 20, 2018 City Council Meeting

Background and Process

The unincorporated islands shown in blue on Figure 1 are the responsibility of Peachtree City to annex. The Georgia Annexation law does not require a public hearing for the annexation of unincorporated islands; however, the Zoning Procedures Act does require a public hearing for the zoning of any property. Since this property is currently zoned by Fayette County, it must be zoned by Peachtree City if it is annexed, and therefore the City must hold a public hearing for the zoning action.

Zoning Recommendation

The land is currently zoned A-R agricultural residential in Fayette County (figure 2). To avoid 'spot zoning', staff is recommending that the land be zoned and incorporated into the LUR-14 district, which is directly adjacent to the property in the Cresswind development. 'Spot Zoning' is the term used to describe the situation where a property is zoned a classification completely different from the surrounding area. Although currently undeveloped, allowing agricultural uses adjacent to a planned community could result in negative effects between the incompatible uses.

The LUR-14 zoning district (Cresswind) has a gross density of 1.65 units per acre; and by incorporating this acreage into the LUR-14 district, the gross density of the entire area will remain the same (figure 3). If the property is developed at this density, it would add an additional 83 single family homes to the Wilksmoor Village. It should be noted that this is the maximum number of units permitted, and that a development plan for fewer than 83 lots would be permitted under the LUR-14 district.

All other development standards of the LUR-14 district would apply, including setbacks, architectural standards, and parking. Greenbelt requirements would also apply to this property, including a 100-foot greenbelt between the Shamrock Industrial Park and a 50-foot buffer along the perimeter.

The Planning Commission held a public hearing on December 10, 2018 and voted to recommend approval of the proposed zoning.

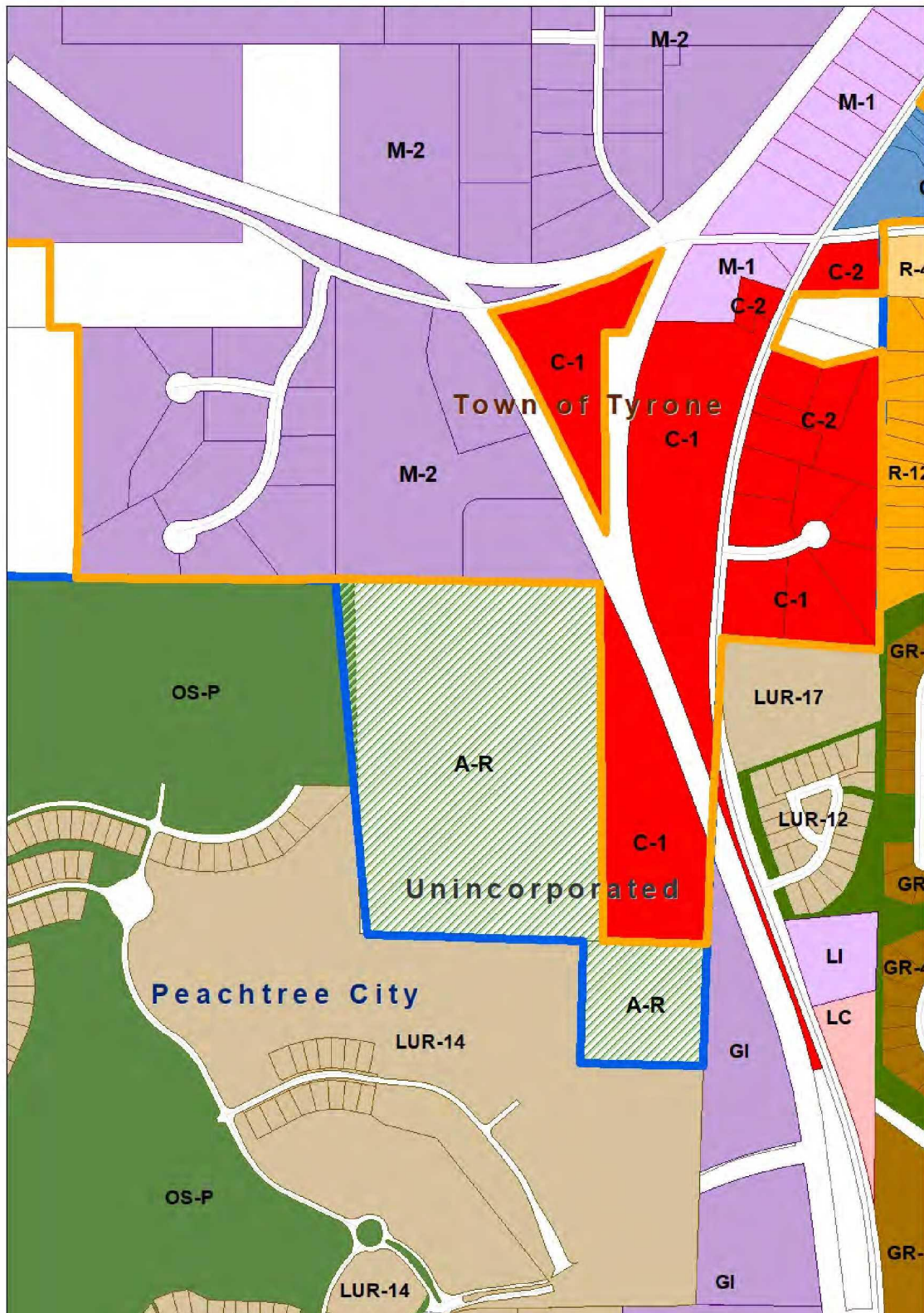
Figure 1:

ANNEXATION ISLANDS BETWEEN THE TOWN OF TYRONE AND PEACHTREE CITY



Figure 2:

EXISTING ZONING OF UNINCORPORATED ISLANDS



Ordinance Number _____ (LUR-14)

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING ORDINANCE
TO REZONE A 41-ACRE TERRITORY OF LAND
LOCATED WITHIN THE CITY LIMITS OF PEACHTREE CITY
PARCELS 0719 004 & 0719 008,
FOR SINGLE-FAMILY USE, AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, AND IT IS HEREBY ORDAINED by authority of the same that:

Section 1. The Peachtree City Zoning Ordinance Article X, Requirements by District, Section 1013A.14, Limited-use residential district no.14, be amended as follows:

(a) The zoning of ~~a single tract of~~ land as described below shall be amended as follows:

Tract 1:

All that tract or parcel of land lying and being in Land Lots 166, 167, 182, 183 & 184 of the 7th District, Fayette County, Georgia and being more particularly described as follows:

BEGINNING at a concrete monument found at the Land Lot corner common to Land Lots 167, 168, 182 & 183; thence along the Land Lot line common to Land Lots 167 & 168 South 89°43'36" East, a distance of 439.82 feet to a 1/2-inch rebar found; thence South 89°45'09" East, a distance of 1086.10 feet to an iron pin set; thence South 01°00'58" East, a distance of 1460.99 feet to a large rock found; thence South 88°17'23" East, a distance of 929.48 feet to an iron pin set; thence South 00°53'45" West, a distance of 510.84 feet to an iron pin set; thence South 88°49'38" East, a distance of 510.84 feet to an iron pin set on the Land Lot line common to Land Lots 155 & 167; thence along said Land Lot line South 00°53'45" West, a distance of 1032.86 feet to an iron pin set at the Land Lot corner common to Land Lots 155, 156, 166 & 167; thence along the Land Lot line common to Land Lots 166 & 167 North 89°45'08" West, a distance of 414.24 feet to a 3/4-inch pipe found; thence along said Land Lot line South 89°27'40" West, a distance of 466.12 feet to a railroad iron found; thence along said Land Lot line North 88°51'41" West, a distance of 542.37 feet to a 1-inch pipe found; thence South 00°17'52" East, a distance of 1602.14 feet to a 1/2-inch rebar found; thence North 89°39'07" West, a distance of 2347.47 feet to a point in the centerline of Line Creek, which is also the Fayette/Coweta County line; thence along the centerline of Line Creek, a portion of which is a dry run, the following calls: North 38°47'06" West, a distance of 30.36 feet to a point; thence North 63°38'51" West, a distance of 49.22 feet to a point; thence North 80°19'35" West, a distance of 35.81 feet to a point; thence North 49°05'59" West, a distance of 36.70 feet to a point; thence North 34°49'25" West, a distance of 41.94 feet to a point; thence North 72°07'03" West, a distance of 33.58 feet to a point; thence South 67°41'22" West, a distance of 40.11 feet to a point; thence South 79°21'08" West, a distance of 36.59 feet to a point; thence North 76°04'41" West, a distance of 34.85 feet to a point; thence North 52°38'01" West, a distance of 59.54 feet to a point; thence North 42°19'45" West, a distance of 65.45 feet to a point; thence North 32°19'20" West, a distance of 66.27 feet to a point;

thence North 34°15'43" West, a distance of 55.88 feet to a point; thence North 03°15'54" West, a distance of 109.73 feet to a point; thence North 26°14'23" West, a distance of 129.71 feet to a point; thence North 03°06'45" West, a distance of 22.40 feet to a point; thence North 46°46'31" East, a distance of 50.61 feet to a point; thence North 16°54'09" East, a distance of 50.88 feet to a point; thence North 02°03'29" East, a distance of 45.06 feet to a point; thence North 26°18'04" West, a distance of 31.29 feet to a point; thence North 15°15'06" West, a distance of 101.06 feet to a point; thence North 25°11'47" East, a distance of 88.79 feet to a point; thence North 25°55'45" East, a distance of 114.64 feet to a point; thence North 45°30'53" East, a distance of 43.17 feet to a point; thence North 11°01'20" East, a distance of 33.07 feet to a point; thence North 42°34'11" West, a distance of 75.36 feet to a point; thence North 78°23'10" West, a distance of 35.59 feet to a point; thence North 14°18'30" West, a distance of 67.96 feet to a point; thence North 21°51'37" East, a distance of 51.38 feet to a point; thence North 18°09'42" West, a distance of 34.05 feet to a point; thence North 54°23'14" West, a distance of 37.40 feet to a point; thence North 84°29'03" West, a distance of 39.44 feet to a point; thence North 71°19'41" West, a distance of 83.66 feet to a point; thence North 81°39'08" West, a distance of 74.85 feet to a point; thence South 84°16'47" West, a distance of 28.44 feet to a point; thence North 88°32'10" West, a distance of 46.67 feet to a point; thence North 32°40'29" West, a distance of 43.36 feet to a point; thence North 12°55'54" East, a distance of 50.32 feet to a point; thence North 17°39'42" East, a distance of 37.27 feet to a point; thence North 60°00'05" East, a distance of 44.53 feet to a point; thence North 36°48'16" East, a distance of 39.10 feet to a point; thence North 03°46'52" West, a distance of 32.14 feet to a point; thence North 21°49'54" West, a distance of 58.66 feet to a point; thence North 35°13'52" East, a distance of 110.86 feet to a point; thence North 09°20'36" East, a distance of 47.96 feet to a point; thence North 07°56'09" West, a distance of 27.50 feet to a point; thence North 66°24'49" West, a distance of 42.83 feet to a point; thence North 76°47'06" West, a distance of 61.90 feet to a point; thence North 38°14'31" West, a distance of 81.72 feet to a point; thence North 15°15'05" West, a distance of 43.78 feet to a point; thence North 12°01'24" West, a distance of 143.86 feet to a point; thence North 18°20'11" West, a distance of 81.86 feet to a point; thence North 00°04'25" East, a distance of 71.09 feet to a point; thence North 11°32'24" East, a distance of 122.83 feet to a point; thence North 09°48'59" East, a distance of 48.06 feet to a point; thence North 72°43'53" West, a distance of 92.65 feet to a point; thence North 08°33'43" West, a distance of 63.10 feet to a point; thence North 06°34'44" East, a distance of 56.79 feet to a point; thence North 23°18'25" West, a distance of 50.48 feet to a point; thence North 65°32'14" West, a distance of 43.27 feet to a point; thence North 21°15'55" West, a distance of 73.57 feet to a point; thence North 13°15'53" East, a distance of 38.81 feet to a point; thence North 16°37'38" West, a distance of 56.20 feet to a point; thence North 81°37'01" East, a distance of 38.47 feet to a point; thence South 80°28'21" East, a distance of 36.34 feet to a point; thence North 86°42'15" East, a distance of 29.62 feet to a point; thence North 05°07'33" East, a distance of 44.46 feet to a point; thence North 16°08'35" West, a distance of 39.25 feet to a point; thence North 03°51'01" East, a distance of 58.78 feet to a point; thence North 12°01'16" West, a distance of 83.67 feet to a point; thence North 37°28'07" West, a distance of 82.84 feet to a point; thence North 70°30'30" West, a distance of 59.28 feet to a point; thence North 42°31'47" West, a distance of 57.04 feet to a point; thence North 19°58'47" East, a distance of 54.97 feet to a point; thence North 07°58'06" East, a distance of 46.37 feet to a point; thence North 10°45'37" West, a distance of 63.53 feet to a point; thence North 02°38'07" West, a distance of 114.06 feet to a point; thence North 15°44'15" West, a distance of 95.37 feet to a point; thence North 21°19'17" West, a distance of 103.22 feet to a point; thence North 08°02'57" West, a distance of 71.21 feet to a point;

thence North 13°41'56" West, a distance of 112.38 feet to a point; thence North 31°54'56" West, a distance of 72.80 feet to a point; thence South 84°01'54" West, a distance of 78.17 feet to a point; thence North 63°28'01" West, a distance of 54.07 feet to a point; thence North 30°19'25" West, a distance of 105.16 feet to a point; thence North 69°44'14" West, a distance of 100.62 feet to a point; thence North 66°56'48" West, a distance of 101.30 feet to a point; thence South 79°21'14" West, a distance of 52.51 feet to a point; thence North 78°33'18" West, a distance of 39.53 feet to a point; thence North 39°25'22" West, a distance of 94.05 feet to a point; thence North 18°23'45" West, a distance of 69.83 feet to a point; thence North 37°19'15" West, a distance of 78.86 feet to a point; thence North 41°15'10" West, a distance of 79.40 feet to a point; thence North 35°02'09" West, a distance of 93.91 feet to a point; thence North 07°51'20" East, a distance of 62.59 feet to a point; thence North 48°16'00" East, a distance of 97.38 feet to a point; thence North 35°55'02" East, a distance of 81.99 feet to a point; thence North 07°38'27" West, a distance of 93.10 feet to a point; thence North 01°57'49" East, a distance of 85.73 feet to a point; thence North 11°34'58" West, a distance of 103.52 feet to a point; thence North 23°15'01" West, a distance of 91.16 feet to a point; thence North 51°54'26" West, a distance of 189.20 feet to a point; thence North 43°10'55" West, a distance of 125.65 feet to a point; thence North 59°09'37" West, a distance of 71.40 feet to a point; thence North 70°42'14" West, a distance of 49.05 feet to a point; thence North 67°11'52" West, a distance of 78.94 feet to a point; thence North 03°07'23" East, a distance of 33.71 feet to a point; thence South 82°11'45" East, a distance of 35.36 feet to a point; thence North 34°11'49" East, a distance of 31.66 feet to a point; thence North 16°13'02" West, a distance of 49.07 feet to a point; thence North 36°30'02" West, a distance of 57.85 feet to a point; thence leaving the centerline of Line Creek South 87°07'59" East, a distance of 385.64 feet to a 1/2 inch rebar found; thence South 01°08'14" East, a distance of 189.03 feet to a 3/4 inch rebar found; thence South 81°07'45" East, a distance of 646.97 feet to a 3/4 inch rebar found; thence South 47°18'21" East, a distance of 499.44 feet to a 1 inch axle found on the Land Lot line common to Land Lots 182 & 183; thence along said Land Lot line North 89°54'23" East, a distance of 1659.88 feet to a concrete monument found, being the POINT OF BEGINNING.

Said tract contains 403.093 acres or 17,558,737 square feet of land.

Tract 2:

All that tract or parcel of land lying and being in Land Lot 167, 7th District, Fayette County, Georgia, and being more particularly described as follows: Commencing at 1/2" rebar found located on the south west corner of Lot 2B of Shamrock Industrial Park Phase 5 as shown on Plat Book 47, Page 112, said rebar also being located on the northern line of Land Lot 167, Thence along said northern Land Lot Line S89°48'07"E 216.11' to a 1/2" rebar found on the south east corner of said Lot 2b; thence S88°55'18"E 60.58' to a 1/2" rebar found at the south west corner of property now or formerly owned by CWD Properties, Inc., said point being the Point of Beginning for this tract of Land; thence continuing along said northern line of Land Lot 167 and the southern line of CWD Properties, Inc. S89°06'09"E 1,061.87' to the remnants of a concrete monument found located on the western lone of property now or formerly owned by Martha Lee; thence along said Martha Lee property S00°39'26"W 1,474.04' to a concrete monument found located on the northern line of property now or formerly owned by Peachtree City Holdings, thence N88°43'20"W 83.50' to a 1/2" rebar found on the northern line of property now of formerly owned by KH Peachtree LLLP, thence along said northern line of KH Peachtree LLLP Property, N88°17'04"W 929.61' to an iron pin set (1/2" rebar with cap stamped "Rochester-LSF000484" located on the eastern line of property now or formerly owned by KH Peachtree LLLP, thence along the eastern line of KH Peachtree

LLLP Property, N03°37'45"W 1,464.96' to a ½" rebar found located at the south east corner of said Lot 2B Shamrock Industrial Park, said point also being located on the northern line of Land Lot 167; thence along said Land Lot Line S88°55'18"E 60.58' to a ½" rebar found and the Point of Beginning.

Said Tract of land containing 1,566,355 square feet or 35.959 acres.

Tract 3:

All that tract of land lying in Land Lot 167, 7th District, Fayette County, Georgia, and being more particularly described as follows: Beginning at an iron pin set at the Land Lot corner common to Land Lot 167, 155, 156, and 166 commence along the Land Lot line common to Land Lots 155 and 167 N00d53'45"E, a distance of about 1,038 feet to the southeast corner of said property, labeled "Ellerson House 6 acres" in survey and deed filed in Fayette County records in Plat Book L page 86 recorded on July 26, 1886.

Said Tract of land containing about 6 acres.

Said tracts of land containing a total combined area of about 445 acres.

- (b) **Tract 1** is illustrated on the Boundary and Topography Survey prepared by Rochester & Associates, Inc. (last revised August 14, 2006), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference. **Tract 2 is illustrated on the Boundary Survey prepared by Rochester & Associates, Inc. (last revised August 8, 2018), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.** Tract 3 is illustrated on the Boundary Survey prepared by Daniel Swint, C.S.C. on August 22, 1882 and recorded in Fayette County, Georgia records in Plat Book L page 86.

It is intended that the LUR-14 zoning district be established specifically for a **734-unit** single-family detached residential **subdivision with a gross density of no more than 1.65 units per acre** to be developed substantially in accordance with the following express conditions:

- (c) Conformance with master plan **for Tract 1**. Development shall take place in conformance with the master plan prepared by Rochester & Associates, Inc. (last revised July 11, 2014), a copy of which is attached hereto as Exhibit "B" and incorporated herein by express reference. Any substantive change to this plan or any of the conditions and requirements of this section shall require a new rezoning action. It is understood the proposed subdivision **for Tract 1** shall be submitted to city staff and the planning commission for review and approval in accordance with the established subdivision plat review process. **Subdivision of Tracts 2 and 3 shall be in accordance with the established subdivision plat review process.**

- (d) Permitted uses.

1. Single-family detached residential units.
2. A clubhouse, including an outdoor pool, tennis courts and other customary accessory uses.
3. Publicly owned building, facility or land.
4. Building, facility or land for the distribution of utility services.
5. Building, facility or land for non-commercial park, recreation or open space purposes.

6. Accessory uses, as identified herein.
7. Customary home occupations, as identified herein.
- (e) Conditional uses. No conditional uses shall be permitted within this zoning district.
- (f) Other requirements.
 1. Maximum number of dwelling units: 734.
 2. Minimum floor area per dwelling unit: 585 units shall have no less than 1,500 SF of heated floor area. The remaining 149 units shall have no less than 1,350 SF of heated floor area.
 3. Minimum zoning lot area: As described herein and shown on the concept plat approved as a part of the rezoning.
 4. Minimum lot width: As described herein and shown on the concept plat approved as a part of the rezoning.
 5. Minimum front building setback: Ten feet as measured from the property line; provided that each dwelling unit provides at least two paved parking spaces off the back of sidewalk; at least one of those spaces must be within a fully enclosed garage, and no part of the garage shall be within 20 feet of the back of sidewalk.
 6. Minimum side building setbacks: Zero feet; provided that at least a ten-foot separation is maintained between dwellings, and further provided that at least one 20-foot separation is provided between every ten dwelling units.
 7. Minimum rear building setbacks: Ten feet.
 8. Maximum building height: Two stories, plus a basement.
 9. Parking: As set forth within the city's parking ordinance.
 10. Signs: As set forth within the city's sign ordinance.
 11. Driveways: Common driveways shall not be permitted, with the exception of those driveways shared by golf carts and located within recorded easements.
 12. Tree save and landscape buffers: All tree save areas within the subdivision shall be delineated with tree save fencing and approved by the city prior to any land disturbance activities. These areas shall be maintained with natural vegetation and/ or enhanced with berming, fencing and landscaping. No vegetation shall be removed from these areas without prior city approval.
 13. Greenbelts: A 100-foot greenbelt shall be provided along the northern property boundary separating this development from the Shamrock Industrial Park. A 50-foot greenbelt shall be provided around the perimeter of the development. A 50-foot greenbelt shall be provided adjacent to MacDuff Parkway as required by the city's buffer ordinance. All greenbelt areas shall be dedicated to the city.
 14. Architectural concept: A unified architectural concept for the overall subdivision must be developed and approved by the planning commission. The architectural design, building materials and color selections of all buildings and structures on the site must be substantially the same. Each home with a side elevation facing a public street shall include architectural detailing on the side elevation to avoid creating a blank wall facing the public street.
 15. Development concept: Development shall take place substantially in conformance with the approved concept plat (Exhibit "B"), as well as the design concepts presented with the zoning request and approved as a part of the concept. Substantial deviation from the approved concept plat or design concepts shall require city council approval.
 16. A road connection shall be provided between internal subdivision roads and the northern property line adjacent to CWD Properties/ The Scarbrough Group

(parcel 0744 040 and parcel 0744 042) to allow future access to Rockwood Road. Said road connection shall be paved, at a minimum, up to the Peachtree City / Town of Tyrone city boundary.

(g) The overall development of the tract is subject to the following understandings and conditions:

1. All transportation enhancements identified within Attachment "A" of GRTA's Notice of Decision (dated December 20, 2006) shall be constructed at no cost to the city and open to the public prior to issuance of the 101st Certificate of Occupancy for any residential dwelling unit within this development. Such traffic enhancements were imposed as conditions by GRTA on the entire DRI, which included both developments. Accordingly, the enhancements should be constructed based upon an agreement between Brent West Village, LLC and John Wieland Homes and Neighborhoods, and their successors and assigns, and should be based on each party's pro-rata share of traffic generated by each development based upon the information considered by GRTA. Evidence of such agreement between Brent West Village, LLC and John Wieland Homes and Neighborhoods shall be provided to the city prior to the approval of any plats for the development of the property.

Furthermore, it is agreed that the substantial completion shall occur no more than 14 months (subject to normal weather and Acts of God extensions) from the date of final permitting of MacDuff Parkway including issuance of all local, state and federal permits and all permits from CSX Railroad for a bridge spanning the railroad. If substantial completion has not been achieved during the 14-month period referenced above, the city may require a performance and payment bond be issued in favor of the city for any uncompleted portion of the parkway. Should any delays in substantial completion be the result of the city's inability to gain clear title to any right-of-way or easements required for construction, the city agrees to waive the restriction limiting the number of certificate of occupancies allowed.

2. MacDuff Parkway shall be designed to city standards as a community collector and shall include a 24-foot wide median (as measured from back of curb) with vertical curb and gutter. The road section shall also include two travel lanes at a minimum width of 16 feet each, as measured from edge of pavement. The road shall be designed within an 80-foot right-of-way (minimum).
3. In accordance with section 723.2 of the city's buffer ordinance, a continuous 50-foot wide (minimum) city-owned greenbelt buffer shall be established for any residential development adjacent to a community collector road and a continuous 50-foot wide tree-save and landscape buffer shall be established for any non-residential development adjacent to a community collector road.
It is understood these buffer areas may be enhanced with berms, fencing and landscaping once clearing and grading is complete. A detailed landscape plan shall be prepared and submitted to city staff and the planning commission for review and approval prior to any disturbance to or the installation of any enhancements within these buffer areas.
4. The applicant shall coordinate with city staff to identify locations of traffic calming devices and shall incorporate these into the design and construction of MacDuff Parkway at no cost to the city.
5. The applicant shall coordinate with city staff to determine if a multi-use path tunnel can be constructed underneath MacDuff Parkway as a part of the road improvements. Should a location be identified, the applicant shall design and

construct the tunnel as a part of the MacDuff Parkway extension at no cost to the city.

6. The applicant shall coordinate with city staff to determine locations of multi-use paths throughout the development, and shall extend the multi-use path from the multi-use bridge spanning the CSX rail line to the existing path on Kedron Drive between the Belvedere and Sagamore subdivisions.
7. The applicant shall coordinate with the Fayette County Water Department and the Peachtree City Fire Department to ensure appropriately sized water lines are constructed as a part of the MacDuff Parkway extension. In addition, the applicant shall be responsible for installing all utilities within the right-of-way of MacDuff Parkway.
8. The applicant shall be responsible for installing landscaping within the median and right-of-way of MacDuff Parkway as a part of the road construction and maintaining these areas until the roads are accepted by the city. Following this dedication, the maintenance of the landscaping within the right-of-way shall be the sole responsibility of the Homeowner's Association in perpetuity.
9. There shall be no more than **734** total lots within the overall subdivision. The concept plat submitted as a part of the annexation and rezoning request is illustrative only. The developer shall prepare a detailed development plan, which must be approved by the planning commission as a part of the concept plat approval process. It is understood the general layout of the streets and individual lots will be similar to what is shown on the concept plat once final engineering documents are prepared.
10. Existing vegetation within the areas identified as open space on the concept plat shall be protected prior to, during and following construction activities.
11. The buffer separating the residential lots along the northern property boundary shall be increased to no less than 100 feet in width, and this area shall be dedicated to the city as greenbelt.
12. Existing vegetation within the 50-foot buffer around the perimeter of the property shall be preserved to the greatest extent practicable prior to, during and following construction activities. These areas shall be dedicated to the city as greenbelt.
13. The overall development shall comply with the city's post-construction stormwater runoff management ordinance and provide water quality best management practices (BMP's) on greenbelt areas dedicated to the city.
14. The location of the floodplain shall be field located and surveyed prior to preparation of the engineering drawings. Absolutely no development shall be permitted within the floodplain with the exception of perpendicular road and utility crossings.
15. The maintenance of all internal parks, landscaped areas, signage and subdivision entrances shall be the sole responsibility of the developer and/or the homeowner's association.
16. The applicant shall establish deed covenants for the overall subdivision that shall limit rental units to no more than 20 percent of the total number of dwelling units in the subdivision. The covenants shall provide for the strict enforcement of the limit on rental units, and the developer shall establish the administrative structure for that enforcement prior to sale of the first dwelling unit in the subdivision.
17. The developer shall pay impact fees for each residential lot within the subdivision as identified within the city's impact fee ordinance.

18. At the applicant's request, the property and units constructed thereon shall be restricted to housing for older persons as defined in 42 U.S.C. § 3607. Said development shall be intended and operated for occupancy by persons 55 years of age or older, and at least 80 percent of the occupied units shall be occupied by at least one person who is 55 years of age or older. The city shall publish and adhere to policies and procedures that demonstrate the intent required under this provision. In addition, the developer and its successors and assigns shall comply with rules issued by the Secretary of the United States Department of Housing and Urban Development for verification of occupancy, which shall provide for verification by reliable surveys and affidavits and include examples of the types of policies and procedures relevant to a determination of compliance with the requirement of this paragraph 18.
19. The annexation and rezoning is conditioned upon the execution of the development agreement between the city and the applicant attached hereto. The development agreement shall be recorded in the Deed Records of the Clerk of the Superior Court of Fayette County, Georgia, so as to provide notice of the conditions of this zoning to all parties in interest.
20. The annexation and rezoning as proposed is conditioned upon the annexation of the John Wieland Homes and Neighborhoods tract to the south.
21. Should a suitable tract of land be made available to the city at no cost, the city will consider relocating the proposed fire station site such that it will not be located within 1,000 LF of the main entrance into the subdivision. In this case, "suitable" shall mean a site that meets the needs of fire and emergency services; a site that will not create additional gaps in coverage or service areas; a site that has access to adjoining roadways; a site with readily available utilities; and a site with no significant grading and/ or fill issues, environmental impacts or other design issues.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

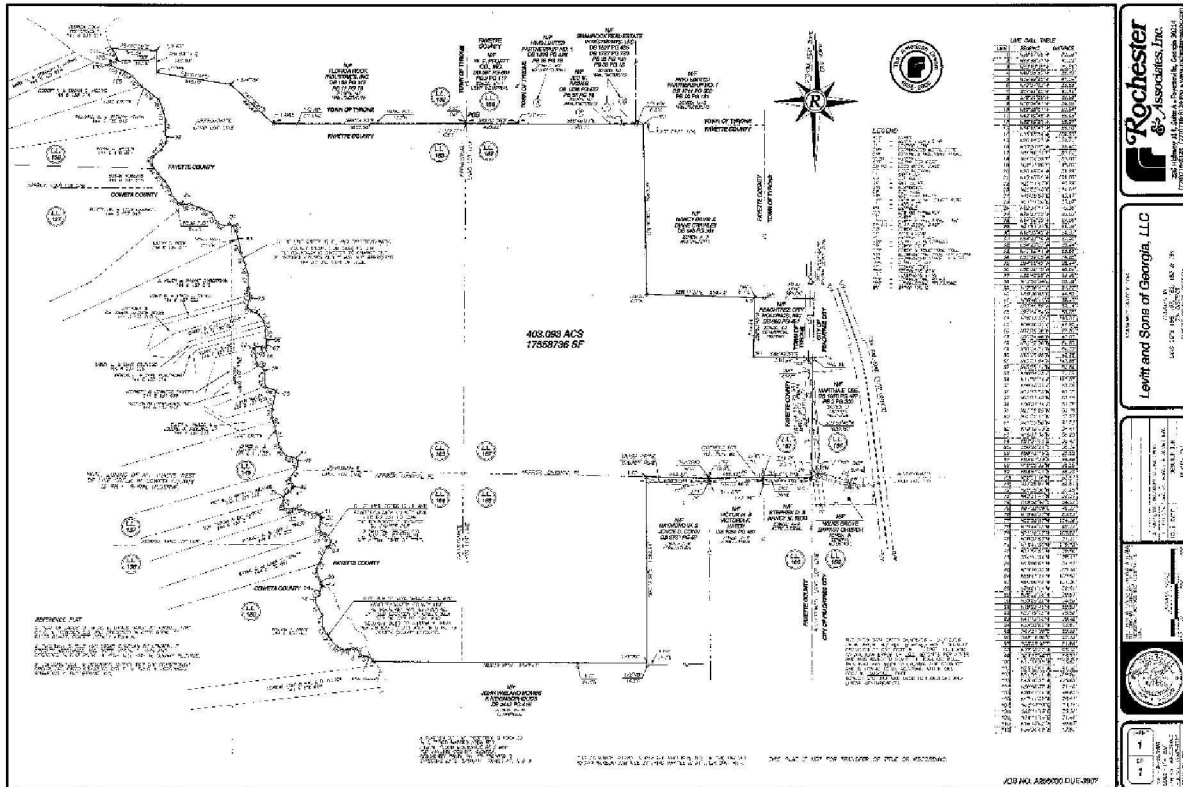
Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

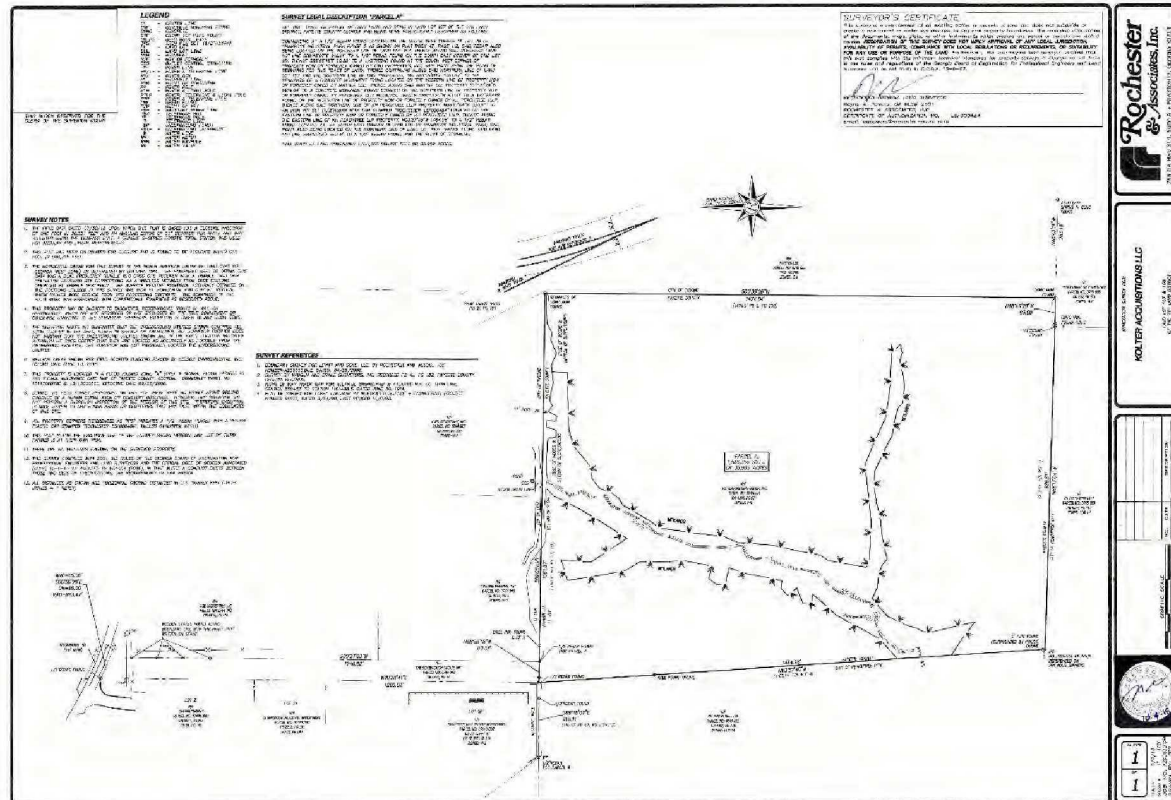
Done, Ratified, and Passed this _____ day of _____ 2018.

Vanessa Fleisch, Mayor

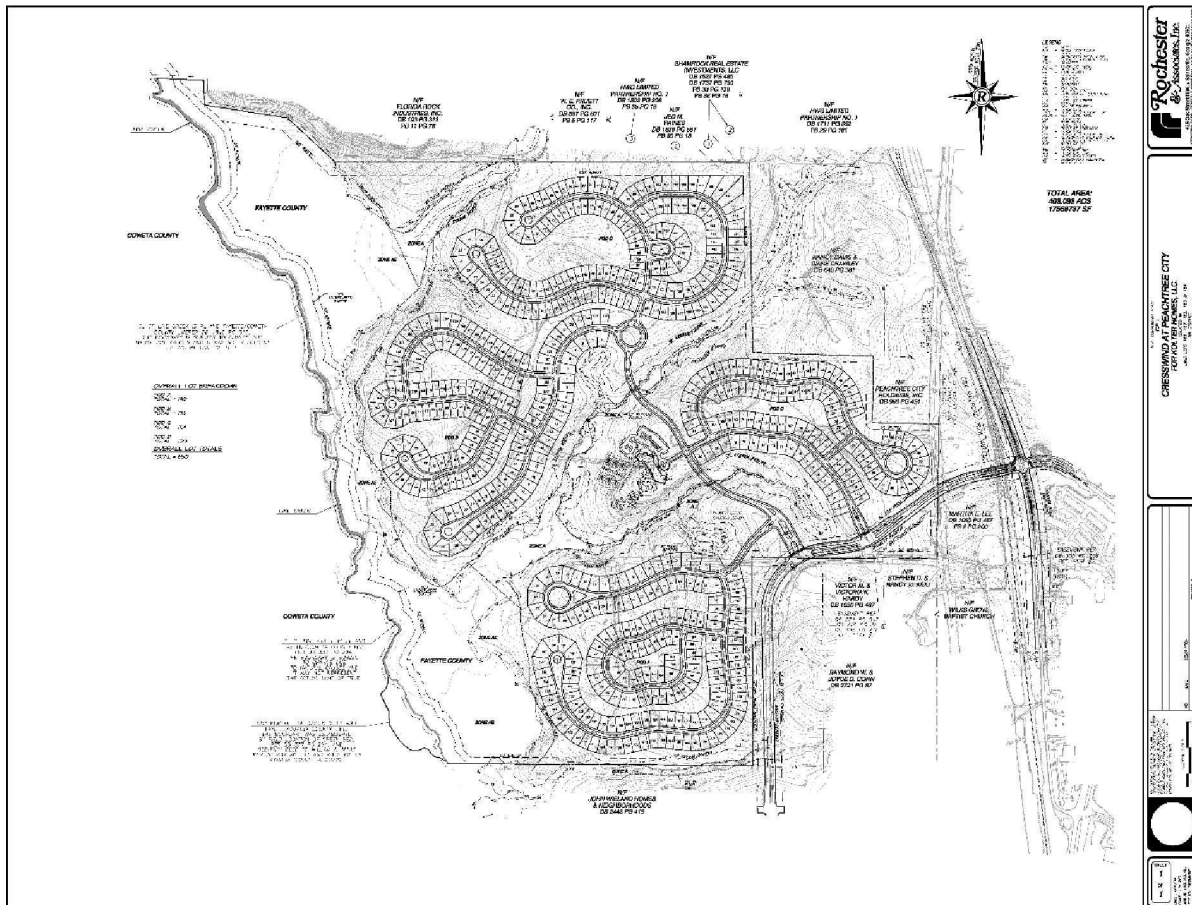
Attest: _____
City Clerk

ATTACHMENT "A"





ATTACHMENT "B"

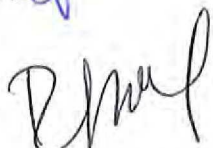


CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, MPA 
City Manager

FROM: Robin Cailloux, AICP 
Senior Planner

DATE: December 13, 2018

SUBJECT: Annexation and Zoning of 30 parcels totaling 105.4 acres along HWY 54
December 20, 2018 Council Agenda

Applicant: Brent Holdings, LLC
Petition Signatories: Ravin Homes, Inc.; Ravin Homes PSP; DeGolian Commercial, LLC; Jerry Ketterer; and MiRome, LLC

Request and Location

Brent Holdings, the Applicant, is revising their original request to annex and zone 105 acres along Highway 54 east, Peachtree Court, and Governor's Square. The revised application changes the requested zoning district of the 50-acre undeveloped property at the end of Governor's Square from LUR (Limited Use Residential to allow 94 dwelling units) to R-43, which has a 1-acre minimum lot size. No other changes in the original application are changed.

The original annexation application was approved by the Planning Commission at the August 27, 2018 regular meeting. The County Board of Commissioners officially voted to object to the annexation at their August 23, 2018 meeting. DCA began on September 5, 2018 to assemble an Arbitration Panel per the State's mandatory Arbitration Process. Even after an approved extension in the timeline by all parties, the DCA sent an email on October 22, 2018 stating that they were unable to satisfy the statutory requirements and could not provide enough panelists for the arbitration panel.

Rather than moving forward through the judicial system with a potentially protracted case, the Applicant has amended their application as submitted.

Land Use, Zoning and Future Land Use

Figure 2 depicts the existing land uses in the annexation territory. Properties with frontage along HWY 54 and Governor's Square are developed as commercial uses. The majority of the lots along Peachtree Court are undeveloped, as is a 50-acre undeveloped parcel at the end of Governor's Square.

Figure 3 shows the current Fayette County zoning for each parcel. The most equivalent city zoning category for commercial use would be zoned to GC, General Commercial.

The property currently zoned R-20 (1-acre minimum lot size on sewer) in the County would be zoned to R-43 (minimum 1-acre lot size). Figure 4 depicts the proposed Peachtree City zoning categories. The County's future land use map is shown in Figure 5. The zoning and future land use for each parcel is identified in the table below:

MAP ID	TAX ID	ADDRESS/ DESCRIPTION	EXISTING COUNTY ZONING DISTRICT*	PROPOSED PEACHTREE CITY ZONING DISTRICT	EXISTING COUNTY FUTURE LAND USE	PROPOSED PEACHTREE CITY FUTURE LAND USE
1	0719 058	130-240 Peachtree East Center (Publix, Steinmart, etc.)	CC	GC	Commercial	Commercial
2	0719 035	2008 Hwy 54 (Campaniles)	CH	GC	Commercial	Commercial
3	0719 036	2006 Hwy 54 (ACE Hardware)	CH	GC	Commercial	Commercial
4	071902012	113 Peachtree Ct (Enpointe)	CH	GC	Commercial	Commercial
5	071902011	119 Peachtree Ct	CH	GC	Commercial	Commercial
6	071902010	Lot 10 Peachtree Court	CH	GC	Commercial	Commercial
7	071902009	Lot 9 Peachtree Court	CH	GC	Commercial	Commercial
8	071902008	135 Peachtree Court	CH	GC	Commercial	Commercial
9	071902007	Lot 7 Peachtree Ct	CH	GC	Commercial	Commercial
10	071902006	Lot 6 Peachtree Ct	CH	GC	Commercial	Commercial
11	0719 009	50-acre undeveloped parcel	R-20	R-43	Low Density Residential (1 unit/acre)	Single Family Medium (1-4 unit/ acre)
12	071902005	138 Peachtree Ct	CH	GC	Commercial	Commercial
13	071902004	134 Peachtree Ct	CH	GC	Commercial	Commercial
14	071902003	128 Peachtree Ct	CH	GC	Commercial	Commercial
15	071902002	122 Peachtree Ct	CH	GC	Commercial	Commercial
16	071902001	116 Peachtree Ct	CH	GC	Commercial	Commercial
17	0719 042	1992 – 1980 Hwy 54 (Governor's Walk shopping)	CH	GC**	Commercial	Commercial
18	071903007	105 Governor's Square	CH	GC	Commercial	Commercial
19	071903006	117 Governor's Square	CH	GC	Commercial	Commercial
20	071903003	125 – 145 Governor's Square	CH	GC	Commercial	Commercial
21	071903002	150 Governor's Square	CH	GC	Commercial	Commercial
22	0719 070	100 Governor's Trace	CH	GC	Commercial	Commercial
23	071903001	106, 118, & 130 Governor's Sq	CH	GC	Commercial	Commercial
24	071903004	112 Governor's Square	CH	GC	Commercial	Commercial
25	0719 046	1968 Hwy 54 (PSP Building)	CH	GC	Commercial	Commercial
26	0719 047	1964 Hwy 54 (Fitness 54)	CH	GC	Commercial	Commercial
27	0719 038	1954 Hwy 54 (PTC Dive Shop)	CH	GC	Commercial	Commercial
28	0719 031	1952 Hwy 54 (Autera)	CC	GC	Commercial	Commercial
29	0719 041	1963 Hwy 54 (Flat Creek Vet)	CC	GC	Office	Commercial
30	0719 037	1971 Hwy 54 (Antique Store)	CH	GC	Office	Commercial

* All of the properties are also in the Fayette County Hwy 54W Overlay District

** Some retail uses in this shopping center will be considered legally non-conforming upon annexation.

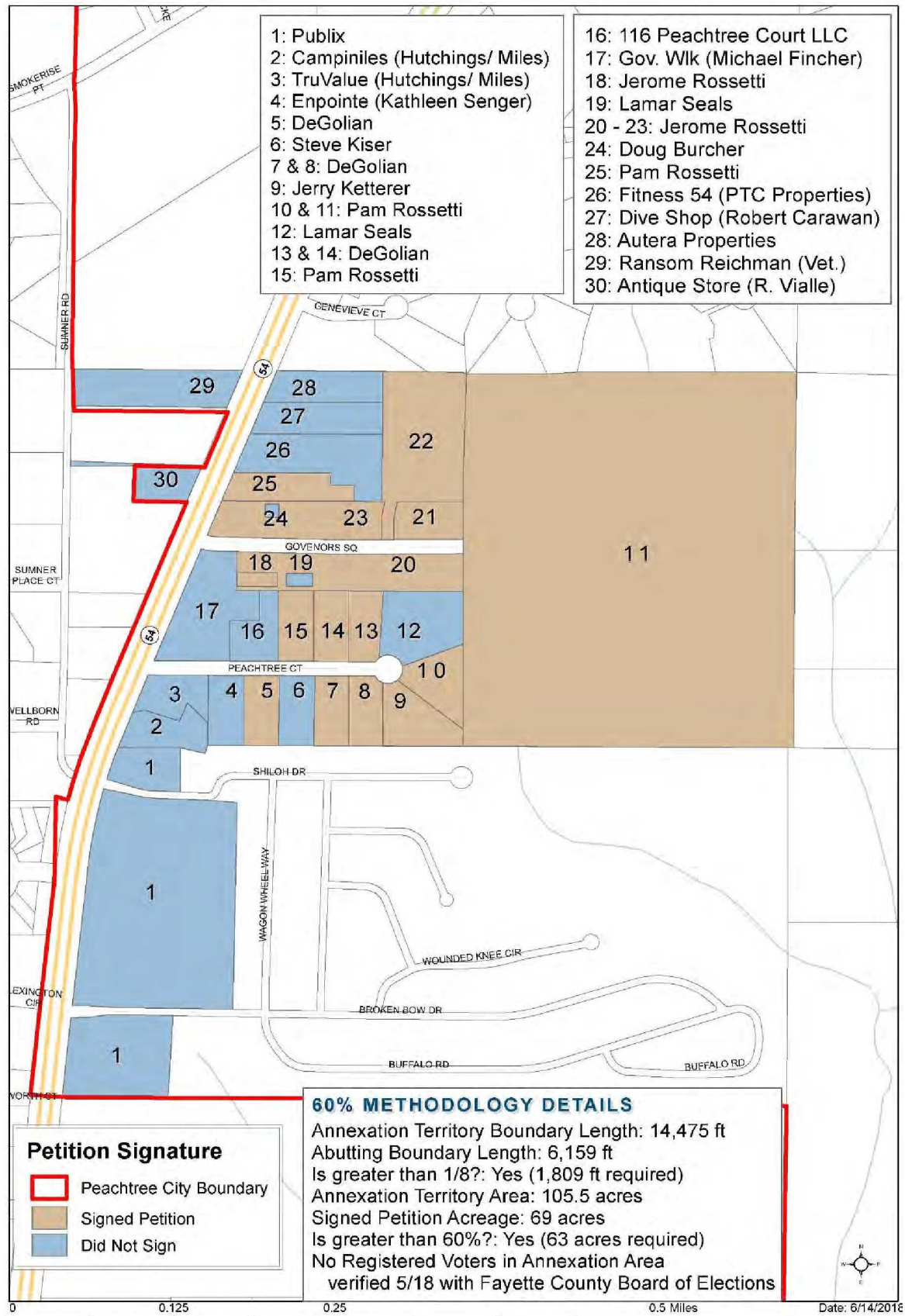


Figure 1: Annexation Territory and Signatories

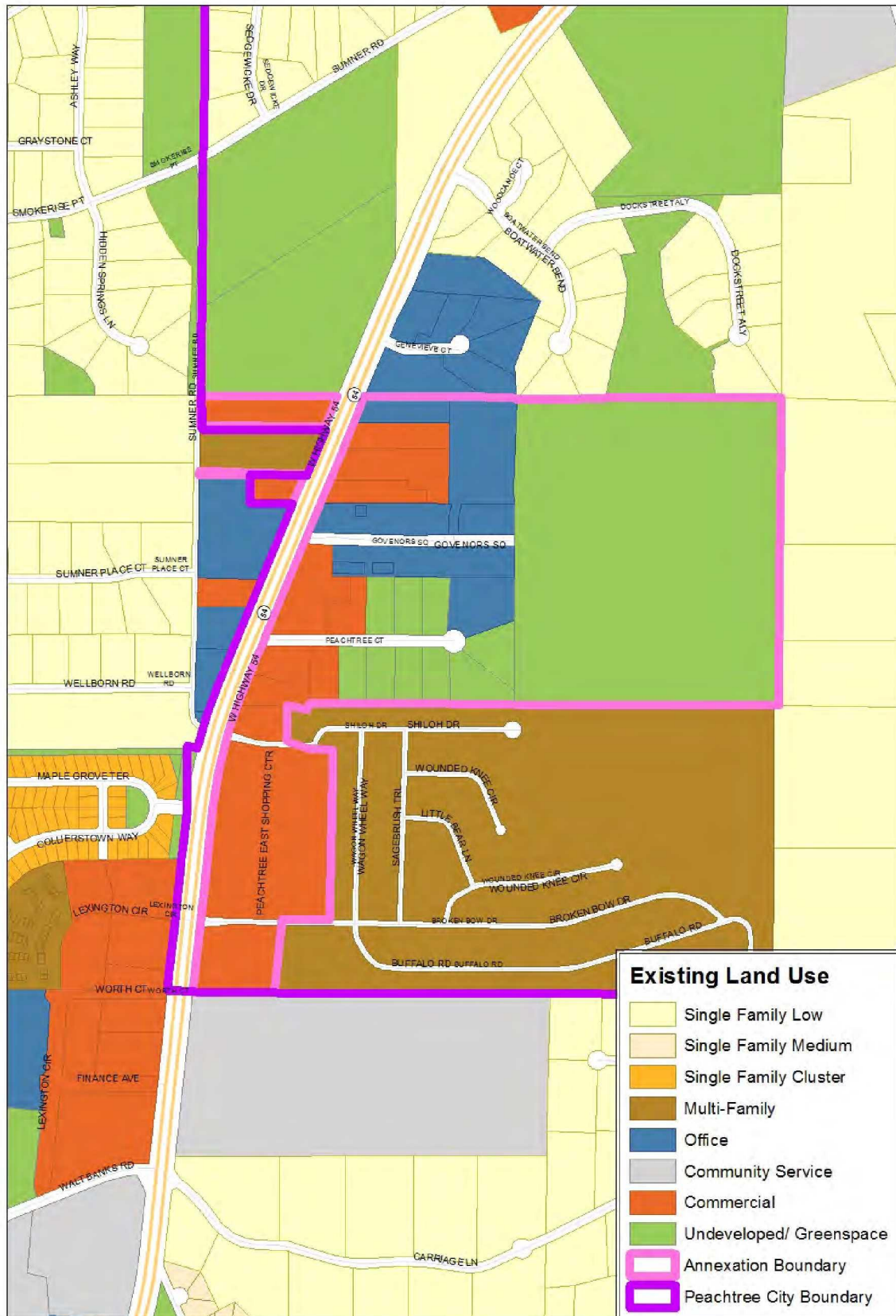


Figure 2: Existing Land Use

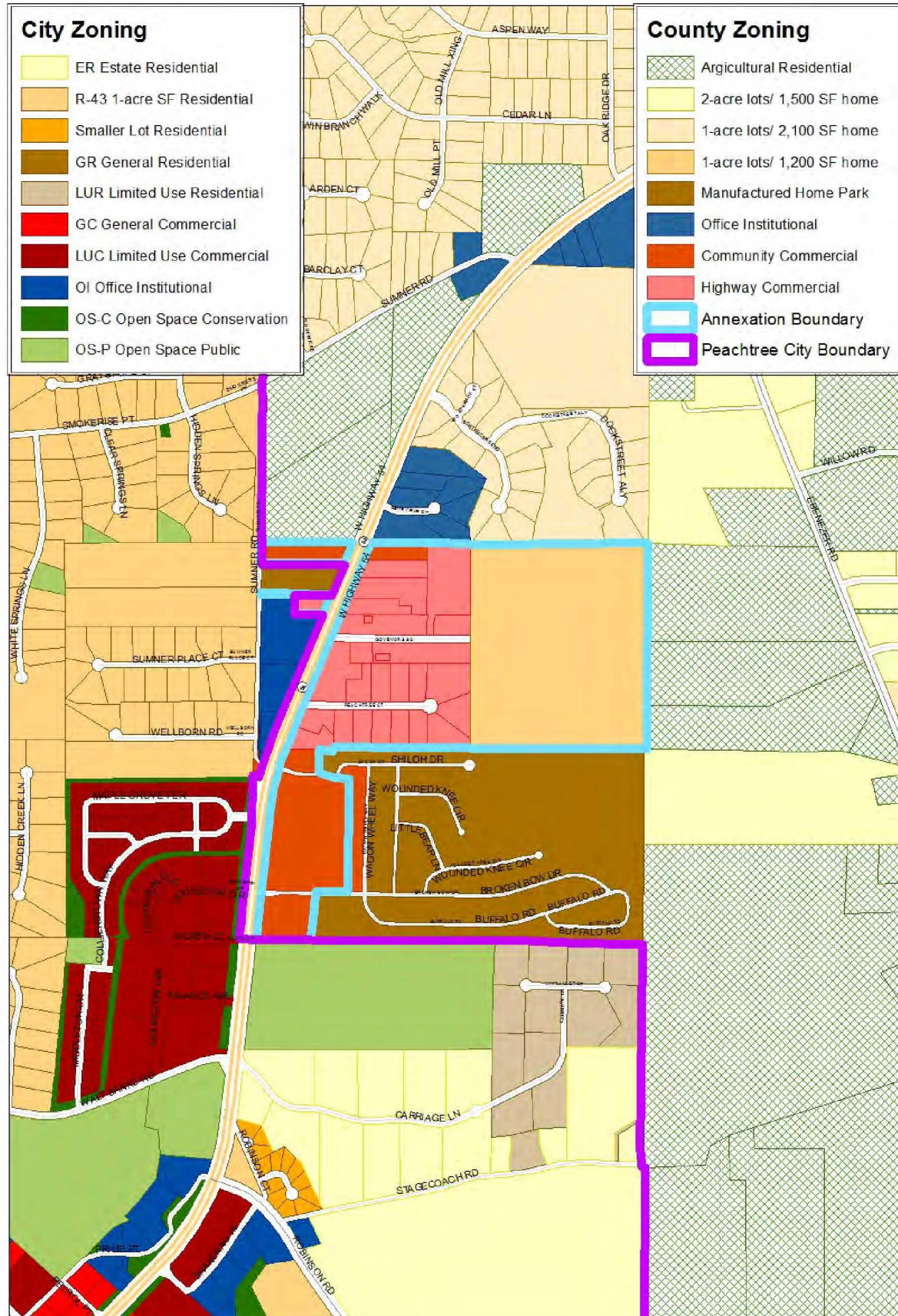


Figure 3: Existing Zoning

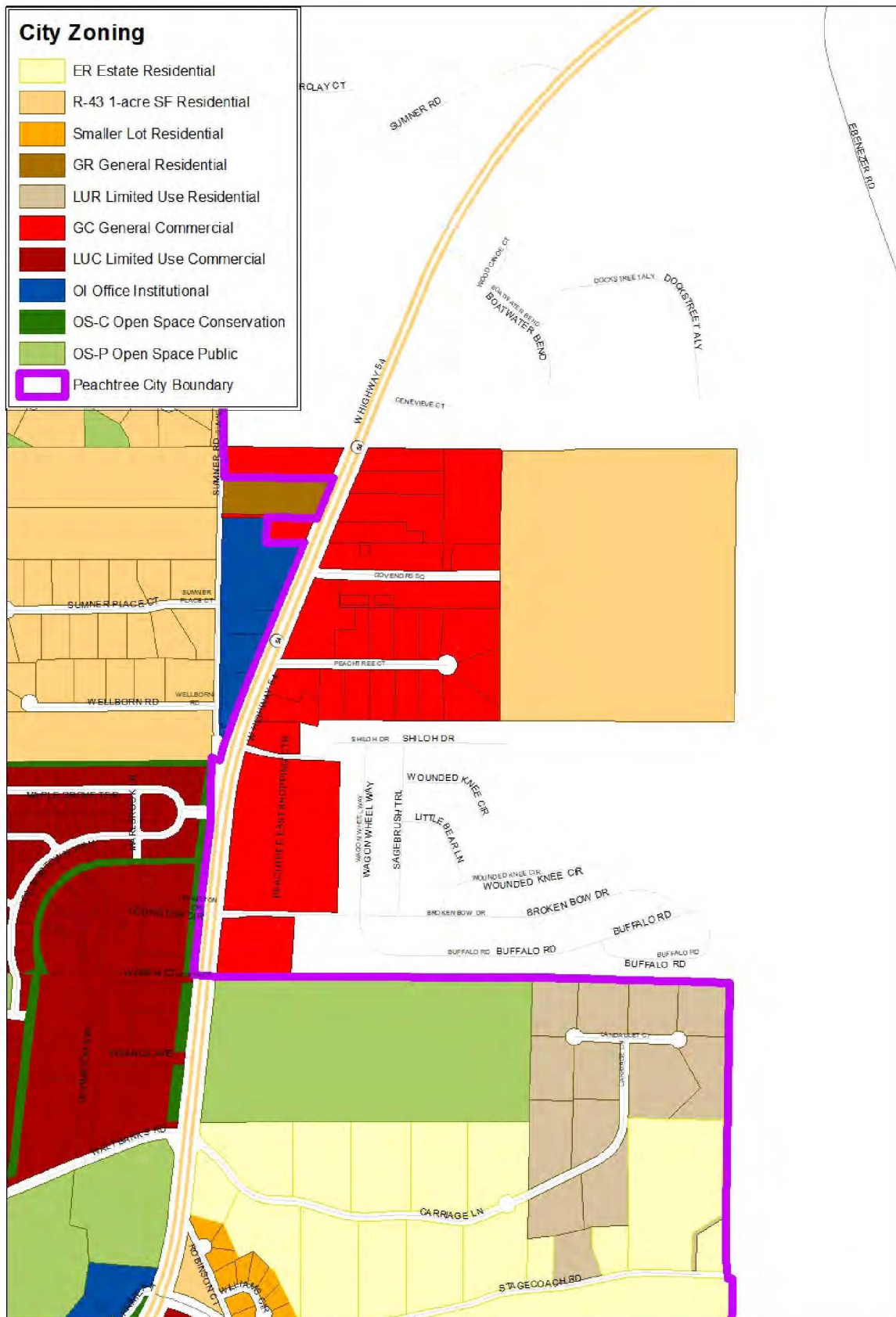


Figure 4: Proposed City Zoning

Development Proposal, Community Facilities, and Consistency with Comprehensive Plan

Per the annexation statute, property annexed into a City must develop at or below the density approved with the annexation, and may not increase density within one year of the annexation. The Step Two application for annexation requires the Applicant to submit statements on how the property will be developed, how it will affect the City's facilities, and how it complies with the City's Comprehensive Plan.

Development Proposal:

The commercially-developed properties would not change as a part of this annexation request. The Peachtree East shopping center (Publix and Steinmart), the Governor's Walk shopping center, and other individual commercial businesses in the annexation territory are not requesting any changes to their current development configurations. There are no active applications or known plans to develop the undeveloped commercial lots along Peachtree Court.

The 50-acre undeveloped parcel on Governor's Square will not change its currently approved residential development density. The minimum lot size in the R-43 zoning district is one acre.

Community Facilities:

Per O.C.G.A. §36-36-35, the City must prepare a report setting forth its plans to provide services to the annexation area, including:

- Public Water
- Public Sewerage
- Police protection
- Fire protection
- Garbage collection
- Street maintenance

WATER

Water is provided by Fayette County Water System. Extensions of water service will be as per customary Fayette County Water System policies, and remain the same whether the property is annexed into the city or remains in the unincorporated county.

SEWERAGE

Sewer service is provided by Peachtree City Water and Sewerage Authority (WASA) to the Peachtree East Shopping Center. Other commercial properties utilize on-site septic systems. WASA has adopted a policy to restrict the extension of service outside of their current service area, and will not do so at the cost of current rate payers. Instead, when sewer service is desired by a property owner, WASA allows property owners to tie into existing lines at their own expense.

POLICE PROTECTION

Upon annexation, the level of police protection service will be substantially similar to the level of service provided within the rest of the City prior to the annexation.

FIRE PROTECTION

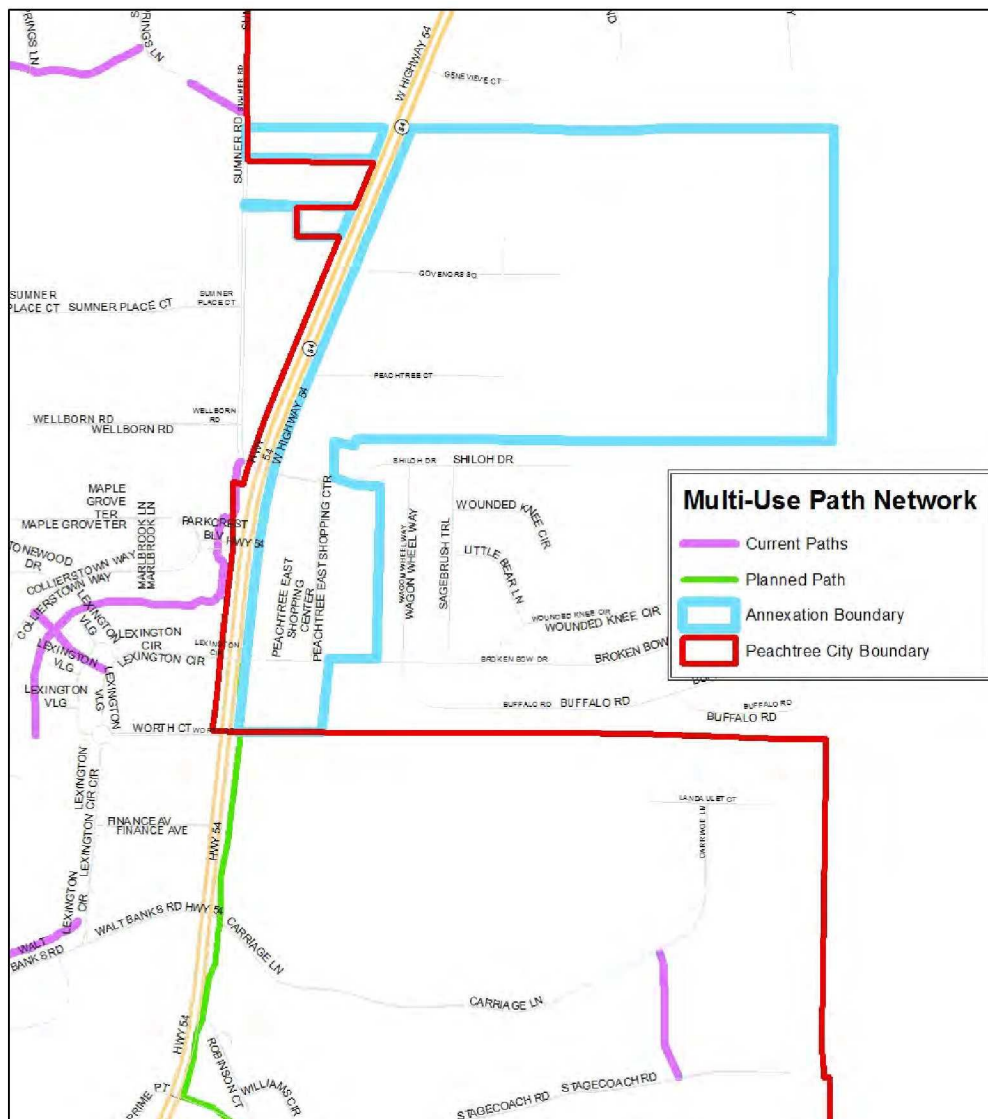
Upon annexation, the area will be served by the nearest station, Neely Station #82, located 1.2 miles away.

GARBAGE COLLECTION

Peachtree City does not provide municipal garbage collection; service is provided by private waste hauling companies.

STREET MAINTENANCE AND MULTI-USE PATHS

Governor's Square, Governor's Trace, and Peachtree Court are public roads currently maintained by Fayette County. Upon annexation, Peachtree City will become responsible for the maintenance of these public roads. Within 12 months of annexation, the Engineering Department will require that these roads be evaluated and integrated into the Pavement Management System, a rating and ranking program used by the City to schedule its street network for resurfacing. Patches will be made as warranted.



Per City ordinance, new commercial and residential development must provide connections to the existing multi-use path system. As shown in Figure 6, existing paths are located in Governor's Row and the Lexington Circle development on the west side of HWY 54. A future path is planned along Highway 54 between Robinson Road and the Publix shopping center, and funded by the 2016 SPLOST program.

Figure 6: Multi-Use Path Network

Consistency with Comprehensive Plan:

City staff have assessed the proposal's compliance with goals and policies adopted in the Comprehensive Plan, in particular its ability to satisfy Natural Resource, Land Use, and Economic Development goals.

NATURAL RESOURCES

The City has adopted a goal of preserving environmentally sensitive lands in greenbelts and permanently protected open spaces. Residential development will be required to comply with the City ordinances, which requires undisturbed buffers along the unnamed tributary of Camp Creek that runs through the property.

LAND USE

Peachtree City's Comprehensive Plan utilizes the Village Concept as the driving development pattern for the City. A village is centered around a commercial node and then steps down in land use intensity from office/institutional use to cluster residential to low density residential. In addition, land uses should be appropriate for the transportation network so that the public investment is maximized.

The existing commercial property has served residents of the City for decades as a commercial center of the Glenloch Village. The appropriate land use surrounding a commercial center should step down to office uses, multi-family (Shiloh Mobile Home Park), Single Family Cluster (3 – 6 units per acre) or Single Family Medium (1 – 4 units per acre).

ECONOMIC DEVELOPMENT

By incorporating existing commercial into the City, the annexation helps the City work toward its goal of shifting the tax base away from residents and toward commercial users.

The properties' 2018 tax assessments are used in the table below to calculate current and potential future fiscal impacts on public institutions:

Pre-Annexation			
Property Use	Co. Fire/EMS Revenue	County Revenue	PTC Revenue
Commercial	\$44,840	\$57,340	\$0
Current Residential (undeveloped)	\$277	\$354	\$0
	\$45,116	\$57,694	\$0

Post Annexation			
Property Use	Co. Fire/EMS Revenue	County Revenue	PTC Revenue
Commercial	\$0	\$57,340	\$82,723
Residential (developed) (est. 34 Homes @ 400K)	\$0	\$24,529	\$35,387
	\$0	\$81,869	\$118,110

Non-Conforming Development Standards:

Most, if not all, of the commercial development in the area was constructed prior to the adoption of the County's Highway 54 Overlay Zoning district and is considered non-conforming by the County. Similarly, the current developments do not meet all of the City's development standards and would be considered legally non-conforming upon annexation. As per section 906 of the Zoning ordinance, legally non-conforming aspects of the current developments would be permitted to remain and be maintained. As such, the properties would be subject to the provisions of Section 906 of the City's Zoning Ordinance. Signage would similarly be subject to the provisions of Section 66-22 for non-conforming signage.

Recommendations:

Should the City Council approve of the annexation request, staff recommends the following condition of approval be considered for the annexation:

1. Minor repairs and maintenance of legally non-conforming signs such as electrical repairs or lettering repair shall be allowed. However, no structural repairs or changes in the size or shape of the sign shall be permitted except to make the sign comply with the requirements of the Peachtree City Sign Ordinance; provided that monument signs constructed with some portion of brick or stone damaged by fire, act of God, or vehicular crash may be restored to their original condition.

Should the City Council approve the rezonings, staff recommends the following condition of approval be considered for the R-43 zoning:

1. *A 50-foot right-of-way shall be preserved to the southern and eastern property lines for potential future road connections.*



STEP TWO ANNEXATION APPLICATION

190 Willowbend Dr., Peachtree City, GA 30109
770-421-7211
WWW.PEACHTREECITY.ORG

Fee: \$1500 + \$50 / acre

Date Filed 7/19/16

Date Accepted / /

Notification Sent / /

Official Use Only

Overview: The Annexation Review Process is a two-step process to evaluate annexation requests into the City of Peachtree City. Once the City Council has voted to approve an applicant's Step One application, a Step Two application can be submitted. The recommendation that the annexation request continue to Step Two in no way implies that the City Council will ultimately approve the rezoning and/or the annexation application. The Step Two application must be submitted within one (1) year of the approved Step One request. Step Two requires the submission of detailed information as identified in the established rezoning process and the State Annexation Law.

Per State Law, once the application has been submitted to the City, nothing can be altered. The annexation property area and the requested zoning category may not be changed during the review process. In addition, if the annexation is approved, the development intensity may not be increased for one year after the approval date. For example, if a density of 2 units per acre is requested and approved in the Annexation application, the property cannot be rezoned or developed at a density greater than 2 units per acre within one year of approval. It may, however, be developed at a lesser density.

Instructions: All items identified below must be provided before a Step Two application is deemed complete. If the answer to any question is "No," a written explanation must be provided to explain the negative response. Once staff has deemed the application is complete and complies with the State Annexation Law, the annexation request and rezoning shall be heard together in two public hearings. The first required public hearing is with the Planning Commission, where they will make a recommendation to the City Council. The second public hearing is before the City Council, who will vote to approve/deny the request.

SUBMITTAL REQUIREMENTS:

		YES	NO	
1	A completed and signed Step Two application	☒	☐	✓
2	Application fee paid	☒	☐	✓
3	Legal Description: A paper copy and an electronic version (.doc) of the full legal description of the subject tract(s) being considered for annexation. <i>See deed</i>	☒	☐	✓
4	Boundary Survey: One electronic (.pdf) copy and five (5) paper copies of a survey prepared by a licensed and registered land surveyor that shall identify the extent of the property being considered for annexation. Must be scale no greater than 1"=50' and include:	☒	☐	✓
(a)	Parcel Tax ID number and owner name for each annexation parcel	☒	☐	
	Existing lot lines, easements, rights-of-way, including the area in acres on square feet, and abutting land uses or zoning district categories	☒	☐	
(b)	A clear delineation of the existing and proposed city limits boundary	☒	☐	
(c)	Signature of the surveyor who prepared the survey	☒	☐	
(d)	All natural, geological, and/or cultural resources that are on or within 200 feet of the property. <i>none</i>	☒	☐	

STEP TWO ANNEXATION APPLICATION

193 Willow Road, Suite 100, City, GA 30169
770-487-1731

PEACHTREE CITY

WWW.PEACHTREE-CITY.ORG

		YES	NO	
5	Property Deeds: One (1) copy of the property deed(s) for tract(s) of land.	☒	☐	✓
6	Nearby Properties List: One (1) paper and or a (1) electronic version (.doc) of a list of all parcels within 200' of the annexation property, including ownership and property addresses.	☒	☐	✓
7	Nearby Properties Map: One (1) paper and one (1) electronic version (.pdf) showing the proposed annexation property and all properties within 200' of annexation property.	☐	☐	✓
8	Documentation of Annexation Methodology: state which annexation method is being used, and provide supporting documentation that complies with the State Annexation Law requirements. This includes the signed and dated petitions and/or signed letters of approval of property owners, as applicable.	☒	☐	submitted in step 1
9	Utility Verification: One (1) copy of each letter from the utility service providers indicating that their services can support the development of the proposed zoning intensity.	☒	☐	✓
10	Schematic Land Use Plan: One (1) paper copy and one (1) electronic version (.pdf) of the master plan showing land use/zoning within the overall development, buffers, open space, setbacks, and density.	☐	☐	✓
11	Written Narrative: a description of how the proposal relates to the development plan and the adopted goals and policies. It should also include the following information:	☒	☐	✓
(a)	General description of the proposed development.			
(b)	How the development will minimize and mitigate impacts on the natural environment.	☒	☐	
(c)	Provide proposed density and the projected population/employment figures at build-out.	☒	☐	
(d)	How the development will tie into the City's street network and multi-use path system.	☒	☐	
(e)	An analysis of how the proposed annexation will affect the City's tax base, public education system, police and fire protection services, emergency medical services, transportation system, utilities, and recreational services.	☒	☐	
12	Compliance Statement: A signed statement indicating that the applicant is familiar with the City's Zoning Ordinance and Land Development Ordinance, and that the applicant's plan for bringing the property into compliance with all the City's adopted ordinances.	☒	☐	✓
13	Supporting Documentation: Please provide any further information you wish to be considered in the Annexation and rezoning application.	☒	☐	✓

By signing the application, the Applicant is certifying that the information is current and correct to the best of their knowledge, and that they are granted permission to the property owners to submit this annexation and rezoning application. Signee grants City Staff and representatives access to the properties in order to gather information to review the application.

Applicant Signature: _____

Bob Riolacer, Mgr. Brent Hadings

Date: 7-19-2018

STEP TWO ANNEXATION APPLICATION

153 Willingwood Rd, Peachtree City, GA 30245

770-487-5111

WWW.PEACHTREE-CITY.ORG


PEACHTREE CITY

ANNEXATION METHOD	☐ 100% Methodology Application requires signatures on signed letters of approval of all current property owners.		☒ 60% Methodology - Required signatures on signed letters of approval of 60% of current property owners. - Requires signed petition by 60% of registered voters on the property. Signatures must be dated and be with in one (1) year of the approved annexation motion for Step Two.		
	ANNEXATION PARCEL ID #: <u>071 9009</u> Address: <u>Governor's Square</u> ID #: _____ Address: _____ ID #: _____ Address: _____ ID #: _____ Address: _____ Attach list of additional parcels if needed. The list of properties cannot be altered once the application is submitted.				
ADJOINING PARCELS		ID #	Current Use	Zoning	Future Land Use
	North				
	South				
	East				
	West				
ADJUTANT	Name <u>Brent Holdings, LLC (Ravin Homes)</u> Address <u>270 N. Jeff Davis Drive</u> Phone # <u>770-461-0478</u> Email <u>rferry@brent.us</u>			OWNER(S)	Name <u>Ravin Homes Inc</u> Address <u>135 Governor's Square</u> Phone # <u>770-487-9608</u> Email _____ Attach list of additional owners if needed.
UTILITIES		Existing		Proposed	
	Water	<u>NO</u>		<u>Fayette Co. Water</u>	
	Sewer	<u>NO</u>		<u>PTC WASA</u>	
	Fire/ EMS	<u>NO</u>		<u>PTC</u>	
	Police	<u>NO</u>		<u>PTC</u>	
	Electricity	<u>NO</u>		<u>Cow/ Fay EMC</u>	
PROPOSED DEVELOPMENT	Zoning Category Request: Brief Description: <u>Ravin Homes Inc is requesting R-43 zoning for the purpose of single-family one-acre lots.</u>				

Step Two: Annexation request form

The following information is required in order to prepare a detailed analysis of the proposed annexation, a schematic master plan of the proposed development, and a more informed recommendation that will ultimately be considered by other governmental agencies, the Planning Commission and City Council.

A formal request is hereby being made to annex the following described property into the city limits of Peachtree City:

This request for annexation is being made for the following reasons:

I certify that I am the owner, or duly authorized agent of the owner, of the property described above, and that I have submitted all information and documents required to properly evaluate this request:

Owner (print): Ravin Homes, Inc. Date: 7-18-2018

Owner (signature): *Patricia Roberts*

Agent (print): Brett Holdings, LLC Date: 7-18-2018

Agent (signature): *LL*

To be completed by the City of Peachtree City:

This request, along with the required supplemental information and documents, has been properly submitted, and is hereby accepted for consideration by the Planning Commission and the City Council.

Date of acceptance: _____

Request number: _____

City Planner: _____ Date: _____

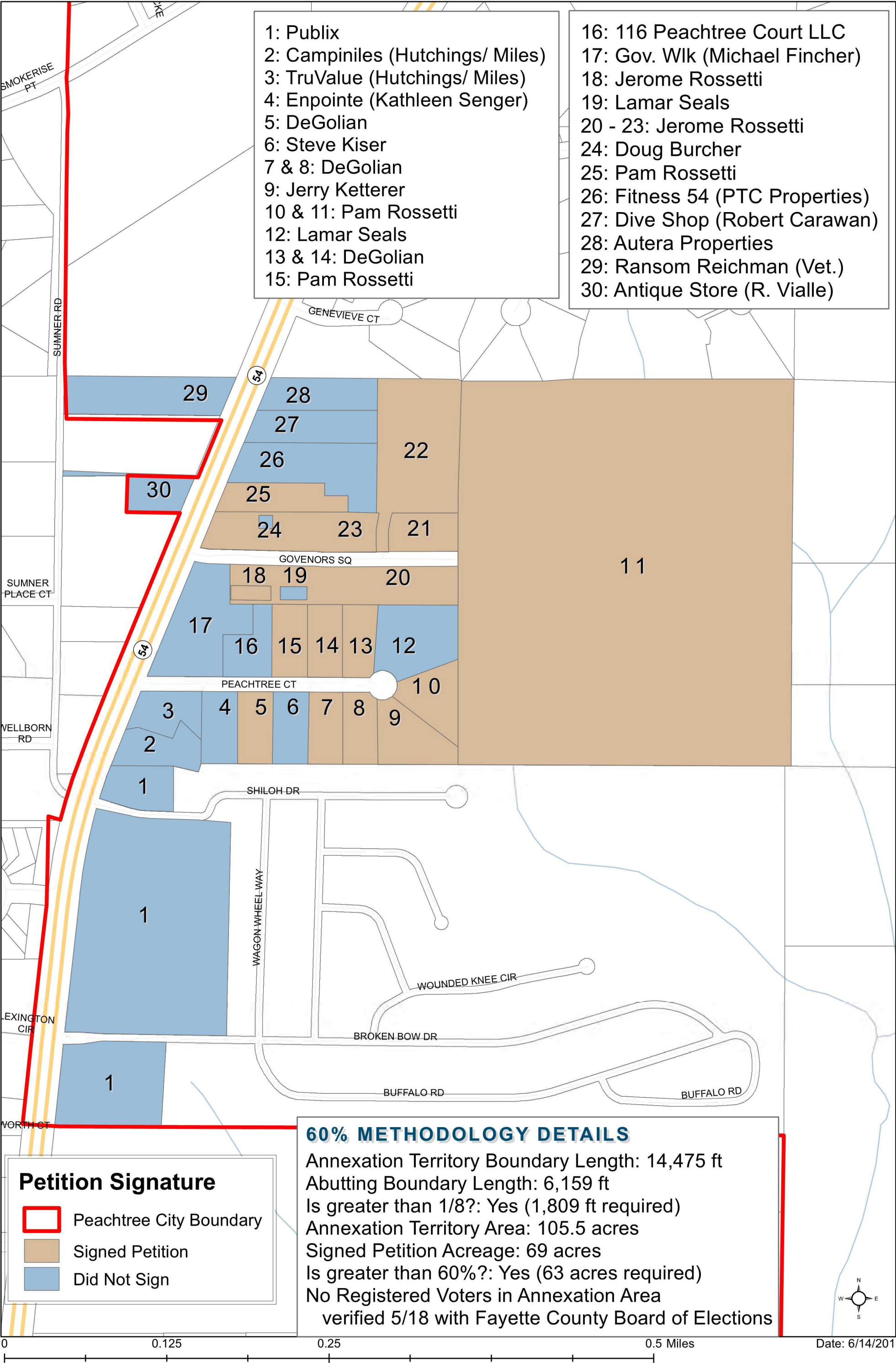
City Clerk: _____ Date: _____

Public Hearing - Planning Commission: _____ Date: _____

Public Hearing - City Council: _____ Date: _____

SR 54: EAST VILLAGE ANNEXATION

RAVIN HOMES & COMMERCIAL PARCELS



Brent Holdings, LLC & Ravin Homes, INC.
Proposed Annexation
Governor's Square

Ravin Homes Inc. and Brent Holdings, LLC would like to request the annexation and zoning of thirty (30) tracts consisting of nearly 100 acres primarily on the south frontage of Hwy 54 East from Steinmart to Autera. Twenty-nine (29) of the tracts are currently used and zoned as highway commercial and community commercial by Fayette County. The final tract is a 50-acre tract that is vacant and is currently zoned R20 by Fayette County. We propose to annex these tracts using the 60% method.

We propose that the twenty-nine (29) commercial lots remain commercial under the City's General Commercial (GC) or similar zoning. Much of this 50 acres is currently developed. If annexed, when redevelopment occurs it will be in accordance with the ordinances and codes of the City of Peachtree City. Typically, following an annexation, years pass before development is completed to increase the tax digest. In this proposal, because much of the development is existing, the assessed value, based on 2017 tax records, will immediately increase by nearly \$11,000,000.

The remaining 50 acres is a vacant tract owned by Ravin Homes, Inc. If annexed, it is our intention to develop this property in accordance with R43 zoning for single-family one acre lot subdivision to be named Towson Place. Though this parcel is currently undeveloped, it will generate funds from fees and permits during development and construction. Annexation of this tract as residential property allows annexation of the Hwy 54 East commercial corridor.

PETITION REQUESTING ANNEXATION INTO PEACHTREE CITY

Submitted March 23, 2018

To the City Council of Peachtree City, Georgia.

1. We, the undersigned, representing not less than 60 percent of the land area, by acreage, included in the territory described in this application, on which there are no electors resident in the area, do respectfully request that the City Council of Peachtree City, Georgia, annex the territory described below to the City of Peachtree City, Georgia, said City having a population of more than 200 persons and extend the city boundaries to include the same.
2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A 36-36-31) to the existing corporate limits of Peachtree City, Georgia, and the description of such territory is as follows:

Property adjacent to Highway 54 (East Side) Publix Supermarkets through 1968 HWY 54 West as well as a 50 acre tract (owned by Ravin Homes) immediately behind Governors Square

LAND OWNERS ONLY

Name	Address	Parcel IDs owned	Signature/Date
1. Real Sub LLC	130 Peachtree East Publix Supermarket	0719 058	
2. Pamela Rossetti	50 Ac. HWY 54W Ravin Homes	0719 009	<u>Pamela Rossetti/3-12-18</u>
3. Hutchings/Miles	2006 HWY 54W True Value	0719 036	
4. Hutchings/Miles	2008 HWY 54W Campaniles	0719 035	
5. Michael Fincher	1992 HWY 54W Governors Walk	0719 042	
6. Pamela Rossetti	1968 HWY 54W Ravin PSP	0719 046	<u>Pamela Rossetti/3-12-18</u>
7. Jerome Rossetti	100 Governors Trace MI Rome	0719 070	<u>J 3/13/18</u>
8. 116 Peachtree Ct LLC	116 Peachtree Court Shipman Esq	71901001	
9. Pamela Rossetti	122 Peachtree Court Ravin PSP	071902001	<u>Pamela Rossetti/3-12-18</u>
10. DeGolian	Lot 3/128 Peachtree Court DeGolian Comm	071902003	<u>DeGolian 3/14/2018</u>
11. DeGolian	Lot 4/134 Peachtree Court DeGolian Comm	071902004	<u>DeGolian 3/14/2018</u>
12. Lamar Seals	138 Peachtree Court ELS Rental	071902005	
13. Pamela Rossetti	Lot 6 Peachtree Court Ravin Homes	071902006	<u>Pamela Rossetti/3-12-18</u>
14. Jerry Ketterer	Lot 7 Peachtree Court Ketterer	071902007	<u>Jerry Ketterer</u>

PETITION REQUESTING ANNEXATION INTO PEACHTREE CITY

LAND OWNERS ONLY

NAME	ADDRESS	PARCEL IDs Owned	Signature/Date
15. DeGolian Lot 8/135 Peachtree Court	DeGolian Comm	071902008	<i>DeGolian</i> 3/14/2018
16. DeGolian Lot 9/ Peachtree Court	DeGolian Comm	071902009	<i>DeGolian</i> 3/14/2018
17. Steve Kiser Lot 7 Peachtree Court	Peachtree Ent.	071902010	
18. DeGolian Lot 11/119 Peachtree Ct	DeGolian Comm	071902011	<i>DeGolian</i> 3/14/2018
19. Kathleen Senger 113 Peachtree Ct.	Enpointe Group	071902012	
20. Jerome Rossetti Tract 3 Governors Square (125,135,145 GS)	MiRome	071903003	<i>[Signature]</i> 3/12/18
21. Jerome Rossetti 105 Governors Square	MiRome	071903007	<i>[Signature]</i> 3/13/18
22. Jerome Rossetti Tract 1 Governors Square (106,118,130 GS North)	MiRome	071903001	<i>[Signature]</i> 3/13/18
23. Jerome Rossetti 150 Governors Square	MiRome	071903002	<i>[Signature]</i> 3/17/16
24. Lamar Seals 117 Governors Square	Lamar Seals	071903006	
25. Doug Burcher 112 Governors Square	Doug Burcher	071903004	



RAVIN
HOMES

July 20, 2018

I, Pamela Rossetti, am the president of Ravin Homes, Inc and Ravin Homes Profit Sharing Plan, which owns tax parcels 071902006, 0719 009, 071902002 and 0719 046. I have signed the petition as the signing authority for Ravin Homes, Inc. and Ravin Homes Profit Sharing Plan.

Thank you
Pamela Rossetti
President

A handwritten signature in black ink that reads "Pamela Rossetti".

|| HOME, DEFINED BY YOU ||

|| RAVIN HOMES, INC. ||

P.O. box 2394

Peachtree City, Georgia 30269

|| Office: 770.487.9608 ||

Fax: 770.487.1029

|| www.ravinhomes.com ||

DEGOLIAN COMMERCIAL, LLC
P.O. BOX 2712
PEACHTREE CITY, GA 30269

I, DeSales deGolian, am the Managing Member of DEGOLIAN COMMERCIAL, LLC, which owns tax parcels 071902011, 071902009, 071902008, 071902004, and 071902003. I have signed the petition as the signing authority for DEGOLIAN COMMERCIAL, LLC


DeSales deGolian, Manager
DEGOLIAN COMMERCIAL, LLC

07/24/2018

MIROME, LLC
P.O. BOX 2712
PEACHTREE CITY, GA 30269

I, Jerome Rossetti, am the Managing Member of MIROME, LLC which owns tax parcels 071903007, 071903003, 071903002, 0719 070, and 071903001. I have signed the petition as the signing authority for MIROME, LLC.


_____, 7/24/18
Jerome Rossetti, Manager
MIROME, LLC



July 19, 2018

Danielle McGouirk
Brent Holdings, LLC
200 North Jeff Davis Drive
Fayetteville, GA 30214

RE: Water Availability for Governor's Square, Fayetteville, Fayette County

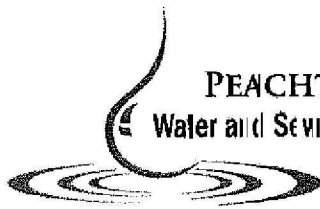
Dear Ms. McGouirk,

The Concept Project for parcel #0715 009 located in Fayetteville, Fayette County, Georgia is currently served by Fayette County Water System. The site has access to an 8" main which is located in the right of way on Governor's Square. Please contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Matt Bergen".

Matt Bergen
Utility Services Manager
Fayette County Water System
770-620-6010



www.pcwsa.org

PEACHTREE CITY
Water and Sewerage Authority

1127 Highway 74 South
Peachtree City, GA 30269
Phone: 770-417-7913 • Fax: 770-631-5180

July 19, 2014

Dannille McGouirk
Hend Holding, LLC
110 North Jeff Davis Dr.
Fayetteville, GA 30214

RE: Sanitary Sewer Capacity and Availability – Parcel 0115009

Dear Ms. McGouirk,

Presently there is capacity in the Authority's Wastewater System for the proposed project. Although survey of the system and the potential impact that the project will have on the existing sanitary sewer infrastructure will need to be done prior to a final approval. This project is dependent on the construction of sanitary sewer lines to serve the property.

If you have any question, please feel free to call.

Sincerely,

Nathan B. Brooks

Nathan B. Brooks, CHM
Construction Coordination
Peachtree City Water and Sewerage Authority

Compliance Statement

10-18-2018

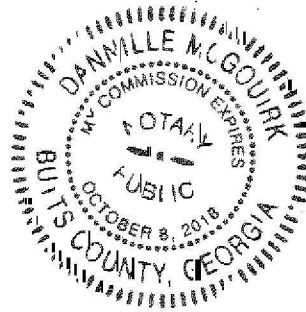
I, Pamela Rossetti, manager of Raven Homes, am familiar with City Zoning and the Land Development Ordinance. The property to be developed will be in compliance with said ordinance. Property to be re-developed will be re-developed in accordance with LTC code at a point when they are re-developed.

Warm regards,

Pamela Rossetti

Pam Rossetti

Pamela Rossetti



Cal Mark

10-8-18

Ordinance Number _____

**AN ORDINANCE TO AMEND APPENDIX C. ANNEXATIONS,
OF THE PEACHTREE CITY CODE OF ORDINANCES
ADDRESSING THE ANNEXATION OF A 105.5-ACRE TERRITORY OF LAND
LOCATED WITHIN UNINCORPORATED FAYETTE COUNTY ON SR 54 W, AND
BORDERED BY UNINCORPORATED FAYETTE COUNTY TO THE NORTH AND EAST, AND
PEACHTREE CITY TO THE SOUTH AND WEST, AND INCLUDING PROPERTIES ALONG
BOTH SIDES OF GOVERNORS SQUARE AND PEACHTREE COURT,
AND FOR OTHER PURPOSES**

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that Section 114 be added to the Peachtree City Code of Ordinances to read as follows:

Sec. 114. Annexation of the State Route 54 W Territory.

Pursuant to O.C.G.A. § 36-36-32 and a vote of our City Council, all of the following described property, known to us as the Highway 54 E Annexation Territory, shall be annexed into the city limits of Peachtree City:

Parcel 1: Tax ID 0719 058 (130 Peachtree E Center)

Shopping Center Tract:

All that tract or parcel of land lying and being in Land Lot 69, 7th District, Fayette County, Georgia, and being more particularly described as follows: Beginning at an iron pin set (1/2 inch rebar) at the intersection of the S Land Lot Line of Land Lot 69 with the E right-of-way of State Route 54 (right-of-way varies); thence Northeasterly along the E right-of-way of State Route 54 a distance of 415.64 feet to an iron pin set (1/2 inch rebar) on the N right-of-way of Broken Bow Drive (60 foot right-of-way), being the True Point of Beginning; Thence continuing along the E right-of-way of State Route 54 N 06°06'32" E, a distance of 443.51 feet to a point; Thence 510.28 feet along a curve, said curve having a chord of N 11°18'48" E 509.58 feet and a radius of 2808.79 feet to an iron pin set (1/2 rebar); Thence leaving said right-of-way S 75°27'43" E, a distance of 171.01 feet to an iron pin set (1/2 rebar); Thence S 89°43'54" E, a distance of 171.96 feet to a pk nail set; Thence S 01°54'29" W, a distance of 54.75 feet to an iron pin set (1/2 rebar); Thence S 89°35'49" E, a distance of 219.74 feet to an iron pin found (1/2 inch rebar); Thence S 01°54'29" W, a distance 865.10 feet to an iron pin set (1/2 rebar); Thence N 89°40'48" W, a distance of 219.75 feet to an iron pin set (1/2 rebar); Thence S 01°54'29" W, a distance of 1.24 feet to an iron pin set (1.2 rebar) on the N right-of-way of Broken Bow Drive; Thence along said right-of-way, N 89°34'06" W, a distance of 425.71 feet to a pk nail set; Thence N 53°44'00" W, a distance of 35.07 feet to an iron pin set (1/2 rebar) and the True Point of Beginning. Said tract contains 13.231 acres.

Out Parcel I: (Editor's Note: Kauffman Tire Outparcel)

All that tract or parcel of land lying and being in Land Lot 69, 7th District, Fayette County, Georgia, and more particularly described as follows:

Beginning at an iron pin set (1/2 inch rebar) at the intersection of the S Land Lot Line of Land Lot 69 with the E right-of-way of State Route 54 (right-of-way varies); thence Northeasterly along the E right-of-way of State Route 54 a distance of 1,369.44 feet to an iron pin set (1/2 rebar) being the True Point of Beginning; Thence continuing along said

right-of-way 132.15 feet along a curve, said curve having a chord of N 17°51'57" E 132.14 feet and a radius of 2808.79 feet to an iron pin set (1/2 rebar); Thence leaving said right-of-way S 89°59'22" E, a distance of 302.60 feet to an iron pin found (1/2 inch open top pipe); Thence S 01°54'29" W, a distance of 169.54 feet to a PK nail set; Thence N 89°43'54" W, a distance of 171.96 feet to an iron pin set (1/2 rebar); Thence N 75°27'43" W, a distance of 171.01 feet to an iron pin set (1/2 rebar) and the True Point of Beginning. Said tract contains 1.181 acres.

Said Shopping Center Tract and Outparcel I also being more particularly described as follows: *[Editor's Note: the description below clarifies the True Point of Beginning, which was unclear from previous description]* All that tract or parcel of land situated, lying and being in Land Lot 69, 7th District, Fayette County, Georgia and being more particularly described as follows: To find the Point of beginning commence at an iron pine set at the intersection of the E right-of-way line of State Route 55 (right-of-way varies) and the S land lot line of Land Lot 69, said District and County; thence run along said right-of-way the following courses and distances: N 06°06'29" E 1.21 feet to a concrete monument found (CMF"); thence N 89°32'29" W 8.68 feet to a CMF; thence N 06°06'29" E 10 feet to a CMF; thence N 89°58'17" W 10.06 feet to a CMF; thence N 06°06'32" E 385.69 feet to an iron pin set (1/2 inch rebar) located on said East right-of-way, said iron pin set (1/2 inch rebar) being the True Point of Beginning. From the True Point of Beginning as thus established, continue thence along said right-of-way line the following courses and distances: N 06°06'32" E 443.51 feet to a point; Thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 510.28 feet (said arc being subtended by a chord lying to the East bearing N 11°18'48" E and having a distance of 509.58 feet) to an iron pin set (1/2 inch rebar); Thence along the arc of a 2,808.79 foot radius curve to the right an arc distance of 132.14 feet (said arc being subtended by a chord bearing N 17°51'57" E and having a distance of 132.15 feet) to an iron pin set (1/2 inch rebar); Thence leaving said right-of-way, run thence S 89°59'22" E 302.60 feet to a 1/2 inch open top pipe found; Thence S 01°54'29" W 224.29 feet to an iron pin set (1/2 inch rebar); Thence S 89°35'49" E 219.74 feet to an iron pin set (1.2 inch rebar); Thence N 89°40'48" W 219.75 feet to an iron pin set (1/2 inch rebar); Thence S 01°52'29" W 1.24 feet to an iron pin set (1/2 inch rebar); Thence N 89°34'06" W 425.71 feet to a pk nail set; Thence N 53°44'00" W 35.07 feet to an iron pin set (1.2 inch rebar) being the True Point of Beginning. Said property containing 14.412 acres.

Out Parcel III: *(sic)* *[Editor's Note: Steinmart parcel]*

All the tract or parcel of land lying and being in Land Lot 69, 7th Land District, Fayette County, Georgia, and being more particularly described as follows: Beginning at an iron pin set (1/2 inch rebar) at the intersection of the South Land Lot Line of Land Lot 69 with the East right-of-way of State Route 54 (right-of-way varies), thence along said right-of-way N 06°06'29" E, a distance of 1.21 feet to a concrete monument found; Thence N 89°32'29" W, a distance of 8.68 feet to a concrete monument found; Thence N 06°06'29" E, a distance of 10.00 feet to a concrete monument found; Thence N 89°58'17" W, a distance of 10.06 feet to a concrete monument found; Thence N 06°06'32" E, a distance of 304.76 feet to an iron pin set (1/2 inch rebar) on the Southern right-of-way of Broken Bow Drive (60 foot right-of-way); Thence along said right-of-way S 89°34'06" E, a distance of 460.61 feet to an iron pin set (1/2 inch rebar); Thence S 01°54'29" W, a distance of 314.85 feet to an iron pin found (1/2 inch rebar) on the S Land Lot Line of Land Lot 69; Thence along said Land Lot Line N 89°31'11" W, a distance of 465.02 feet to an iron pin set (1/2-inch rebar) and the Point of Beginning.

Said tract contains 3.407 acres. Said Shopping Center Tract, Outparcel I and Outparcel III containing 17.819 acres of land, more or less, and being designated as Shopping Center Tract, Outparcel I and Outparcel III. LESS AND EXCEPT the land conveyed to

Georgia Department of Transportation for right-of-way by deeds recorded in Book 3633, Page 473 and Book 3633, Page 477, records of Fayette County, Georgia.

Parcel 2: Tax ID 0719 035 (2008 HWY 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and being a portion of those lands described in a plat of survey dated November 23, 1977, prepared by J. R. Wood, Registered Land Surveyor, for Chet Ping Realty and being more particularly described as follows: Beginning at an iron pin located on the Eastern right-of-way of State Route 54, 598.5 feet as measured Southwesterly along the Eastern right-of-way of State Route 54 from a point located at the intersection of the Eastern right-of-way of State Route 54 with the center line of Davis Road; running thence S 89°55'8" E 260.14 feet to an iron pin; running thence S 0°4'52" W 150 feet to an iron pin; running thence N 89°55'8" W 320.50 feet to an iron pin on the Eastern right-of-way of State Highway 54; running thence N 22°0'2" E along the Eastern right-of-way of State Route 54, 161.69 feet, more or less, to the point of beginning the said tract of land being 1 acres, according to said survey of J.R. Wood, registered Land Surveyor.

Parcel 3: Tax ID 0719 036 (2006 HWY 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: Being at a point in the Easterly right-of-way of State Route 54 designated by an iron pope stake, which point lies a distance of 760.18 feet in a Southeasterly direction along the Easterly right-of-way of State Route 54 from the intersection of the Easterly right-of-way of State Route 54 with the center line of Davis Road; thence S 89°55'8" E a distance of 94.86 feet to a point and the True Point of Beginning; thence, S 89°55'8" E a distance of 151.34 feet to a point; thence S 22°00'2" E a distance of 140.40 feet to a point and the True Point of Beginning all as shown and depicted on a plat of survey prepared for Miles Ace Hardware by J.R. Wood Surveyors and Planners, Inc., under date of 12 July 1983; which tract, as indicated thereon, is triangular in design, and contains 0.091 acres and is designated as Tract 1-B, which plat of survey by reference thereto is incorporated herein.

Parcel 4: Tax ID 071902012 (113 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 12 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description by reference.

Parcel 5: Tax ID 071902011 (119 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lots 3, 4, 8, 9, and 11 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Parcel 6: Tax ID 071902010 (Lot 10 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 10 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Parcel 7: Tax ID 071902009 (Lot 9 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lots 3, 4, 8, 9, and 11 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Parcel 8: Tax ID 071902008 (135 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lots 3, 4, 8, 9, and 11 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Parcel 9: Tax ID 071902007 (Lot 7 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 7 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Parcel 10: Tax ID 071902006 (Lot 6 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 6 of Peachtree Corners Subdivision, as shown on that certain plat of said subdivision recorded in Plat Book 18, Page 80, Fayette County, Georgia records, said plat being incorporated herein and made a part hereof by reference.

Parcel 11: Tax ID 0719 009 (50-acre tract)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and being more particularly described as follows:
Begin at a 5/8 inch rebar set on the common Land Lot Line of Land Lots 69 and 60, said District and County, said rebar being located 1,689.95 feet Westerly as measured along the common Land Lot Line of Land Lots 69 and 70, said District and County, from the NE corner of Land Lot 69 and the SE corner of Land Lot 70, thence proceeding S 00°21'15" W a distance of 414.31 feet to a 5/8 inch rebar set at the NE corner of property now or formerly owned by FBN Developers, thence proceeding Westerly along the Northern boundary line of the FBN Developers property N 89°42'27" W a distance of 103.39 feet to a 5/8 inch rebar set at the intersection of the SE corner of property now or formerly owned by PTC Properties, Inc., and the northern boundary line of the property of FBN Developers, thence proceeding Northeasterly along the easterly boundary line of the property of PTC Properties, Inc. N 00°24'46" E a distance of 424.53 feet to a 5/8 rebar set on the common Land Lot Line of Land Lots 69 and 70 (passing a 5/8 rebar set at the intersection of the NE corner of the property of PTC Properties Inc. and the NE corner of the property of PTC Properties, Inc. and the SE corner of the property owned by William C. Hare and a 5/8 rebar set at the intersection of the NE corner of the property owned by William C. Hare and the SE corner of the property of Ronald D. Erwin, et. al.) thence proceeding Easterly along the common Land Lot Line of Land Lots 69 and 70 S 89°35'13"E a distance of 102.97 feet to a 5/8 rebar, said 5/8-inch rebar marking the Point of Beginning. Said property being shown on that survey for PTC Properties, Inc. prepared by Jefferson Consultants of Peachtree City, Georgia and bearing the seal of Larry C. Shimshick, Georgia Registered Land Surveyor Number 2343, dated April 7, 1995 and being job number 850850.

Parcel 12: Tax ID 071902005 (138 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 5 of Peachtree Corners, as shown on Plat of Survey by Koons, Wood & Associates for Brogdon Realty Company, as recorded in Plat Book 18, Page 80, Fayette County records and incorporated herein by reference.

Parcel 13: Tax ID 071902004 (134 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lots 3, 4, 8, 9, and 11 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Parcel 14: Tax ID 071902003 (128 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lots 3, 4, 8, 9, and 11 of Peachtree Corners Subdivision as per plat by J.R. Wood dated August 1, 1986, recorded in Plat Book 18, Page 80, Fayette County Records, said plat being expressly incorporated herein and made a part of this description.

Parcel 15: Tax ID 071902002 (122 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being Lot 2 of Peachtree Corner as shown on Plat of Survey by Koons Wood & Associates for Brogdon Realty Company, and more particularly described as follows: To find the point of beginning start at the SE corner of Davis Road and Georgia Highway 54 thence SW along the Easterly side of Georgia Highway 54 210.42 feet to a point; thence S 89°55'08" E 403.24 feet to a point being the True Point of beginning; thence S 89°55'08" E 145 feet to a point thence S 00°04'52" W 299.69 feet to a point on the N side of proposed road with 60 foot right of way; thence N 89°55'06" W 145 feet to a point; thence N 00°04'52" E 299. 69 feet to the point of beginning.

Parcel 16: Tax ID 071902001 (116 Peachtree Court)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being more particularly described as follows: BEGINNING at a ½" rebar found on the Northeasterly right-of-way of Peachtree Court (60' R/W); said point being located 298.85' Easterly from the intersection of the Easterly right-of-way of State Route 54; thence leaving said right-of-way N 00°04'52" E a distance of 175.00' to a point; thence S 89°55'08" E a distance of 125/30 to a ½' rebar found; thence N 00°04'52" E a distance of 124.36' to a ½" rebar found; thence S 89 ° 55 ' 08 " E a distance of 77.98' to an iron pin set; thence S 00°04'52" W a distance of 299.69' to a ½" rebar found on the right-of-way of Peachtree Court; thence along said right-of-way N 89°49'33" E a distance of 203.28' to a ½" rebar found at the POINT OF BEGINNING. Said tract or parcel of land contains 1.04 acres according to the ALTA/ACSM Land Title Survey of 116 Peachtree Court, LLC, SunTrust Bank, Stewart Title Guaranty Company, and William E. Porter, P.C., prepared by Jackson Land Surveying, P.C., sealed and certified by Charles H. Jackson, GRLS No. 2351, dated 10/18/2015, which survey is incorporated herein by reference for a more particular description of the subject property.

Parcel 17: Tax ID 0719 042 (1992 Hwy 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and being more particularly described as follows: Beginning at a pk nail set in asphalt at the point formed by the intersection of the Northern right-of-way of Peachtree Court, a 60-foot right-of-way, and the Eastern right-of-way of Georgia

Highway No. 54, a 112-foot right-of-way; thence running along the Eastern right-of-way of Georgia Highway No. 54 N 22°25'30" E a distance of 360.30 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, S 67°24'30" E a distance of 9.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, N 22°24'30" E a distance of 16.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way N 67°23'30" W a distance of 9.00 feet to a concrete right-of-way monument found; thence continuing along said right-of-way, N 22°25'30" E a distance of 132.03 feet to an iron pin set at the point formed by the intersection of the Eastern right-of-way of Georgia Highway No. 54, a 112-foot right-of-way, and the Southern right-of-way of Governors Square, a 60-foot right-of-way; thence running along the Southern right-of-way of Governors Square S 67°24'30" E a distance of 36.37 feet to a pk nail set in asphalt; thence continuing along said right-of-way N 88°27'28" E a distance of 81.99 feet to a pk nail set in asphalt; thence continuing along said right-of-way following the curvature to the right an arc distance of 36.14 feet to an iron pin found, said arc having a central angle of 01°17'26", a radius of 1,604.61 feet and a subtending a chord bearing N 89°08'09" E a distance of 36.14 feet; thence departing said right-of-way and running S 00°01'32" E a distance of 160.96 feet to an iron pin found; thence running N 89°08'09" E a distance of 36.14 feet; thence departing said right-of-way and running S 00°01'32" W a distance of 124.52 feet to an iron pin found; thence running N 89°43'59" W a distance of 125.30 feet to an iron pin set; thence running S 00°16'01" W a distance of 175.45 feet to an iron pin set on the Northern right-of-way of Peachtree Court, a 60-foot right-of-way; thence running along the Northern right-of-way of Peachtree Court, N 89°43'59" W a distance of 302.24 feet to a pk nail set in asphalt and the Point of Beginning. The subject tract or parcel of land contains approximately 118,064 square feet of 2.7104 acres and is fully depicted on a plat of survey entitled "Governors Walk Shopping Center" prepared by ALTA Surveying, Inc., and certified by Michael F. Lawler, Registered Land Surveyor No. 1946, dated August 26, 1998. Such plat of survey is, by this reference, incorporated herein and made a part hereof.

Parcel 18: Tax ID 071903007 (105 Governors Square)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: To arrive at the Point of Beginning, Commence at the intersection of the Southeasterly right-of-way of State Route 54 (right-of-way varies) and the S right-of-way of Governors Square (60' right-of-way); thence in a Easterly direction along the S right-of-way of Governors Square a distance of 153.04 feet to a 5/8" rebar; thence leaving the right-of-way of Governors Square S 07°03'53" E a distance of 88.72 feet to the Point of Beginning; thence S 89°25'35" E a distance of 162.47 feet to a point; thence S 00°34'25" W a distance of 58.50 feet to a point; thence N 89°25'35" W a distance of 162.47 feet to a point; thence N 00°34'25" E a distance of 58.50 feet to the Point of Beginning, and containing 9,504 square feet of 0.218 acres of land, more or less.

Parcel 19: Tax ID 071903006 (117 Governors Square)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: To arrive at the Point of Beginning, commence at the intersection of the SW right of way of Governor's Square (60' R/W) with the Southeasterly side of State Route 54, said point of intersection being 60 feet SE of the existing centerline of State Route 54; thence in a Southeasterly and Easterly direction along the Southeasterly right of way of Governors Square for a distance of 153.04 feet to the NW corner of Tract 3 of Governor's Square Condominium; thence S 65°31'55" E for a distance of 233.37 feet to the Point of Beginning; thence S 89°51'59" E for a distance of 113.01 feet to a point; thence S 00°08'01" W for a distance of 53.50 feet to a point; thence N 89°51'59" W for a distance of 113.01 feet to a point; thence N 00°08'

01" E for a distance of 53.50 feet to the Point of Beginning. Said tract or parcel of land containing 0.139 acres of land and being the same as shown on a plat by Koons, Wood, Moore, and Shimshick for Seals Communication Corporation dated October 17, 1989. Said plat of survey is, by this reference, incorporated in and made a part hereof.

Parcel 20: Tax ID 071903003 (125 Governors Square)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being tract 3 of Governor Square Condominium, and being more particularly described as follows: Beginning at the intersection of Georgia Highway 54 (r/w varies) and Governors Square (60' R/w) 236.11' Feet E along S right of way of governors square to a point on the Northwesterly corner of tract 3, thence running south 82°09'41" E, a distance of 622.50 feet to a point, and being the true point of beginning, thence running N 89°32'02" E a distance of 138.09 feet to a point, thence running S 00°27'58" E a distance of 65 feet to a point, thence running S 89°32'02" W a distance of 138.09 feet to a point, thence running N 00°27'58" W a distance of 65 feet to a point, and being the true point of beginning.

Parcel 21: Tax ID 071903002 (150 Governors Square)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being tract 2 of Governor's Square Condominium, and being shown as building 9 on plat of survey prepared for Ravin Homes by W.D. Gray and Associates, Inc., dated 1/26/01, revised on 1/30/01 and being further described as follows: The point of beginning is marked by a point located on the Northeasterly right of way of Governors Square (60 foot right of way); said point being 783.03 feet Easterly from the intersection of the right of way of State Route 54 and the Northeasterly right of way of Governor's Square; from said point of beginning leaving the right of way of governors' square run N 00°00'00" E 150.97 feet to a point; thence running S 89°39'37" E 261.93 feet to a point; thence running S 00°04'52" W 147.34 feet to a point; thence running along the Northeasterly right of way of Governor's Square S 89°32'39" W 261.73 feet to the Point of Beginning.

Parcel 22: Tax ID 0719 070 (100 Governors Trace)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: To find the point of beginning, commence at a rock corner located at the common intersection of Land Lots 59, 60, 69, and 70; thence proceed N 89°35'21"W along the Northeasterly boundary of Land Lot 69 a distance of 1,792.91 feet to an iron pin; thence proceed S 00°24'39"W a distance of 414.40 feet to an iron pin; thence proceed S 89°43'04"E a distance of 103.39 feet to an iron pin; thence proceed S00°19'55"W a distance of 130.00 feet to an iron pin and the Point of Beginning; thence proceed S89°39'37"E a distance of 312.15 feet to a point; thence proceed S00°04'52"W a distance of 359.35 feet to an iron pin; thence proceed N89°55'08"W a distance of 832.43 feet to a point; thence proceed N00°14'47"E a distance of 159.51 feet to a point; thence proceed S88°15'57" a distance of 81.99 feet to a point; thence proceed N67°45'59" a distance 36.37 feet to a point; thence proceed N22°14'01"E a distance of 207.93 feet to a point; thence proceed S89°39'37"E a distance of 675.45 feet to the point of beginning being shown as Tract 1, Tract 3 and part of Tract 2 on plat of survey Governors Square Condominium prepared for Ravin Homes by Koons Wood & Associates as revised October 23, 1992.

Parcel 23: Tax ID 071903001 (Tract 1 Governors Square)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: To find the point of beginning, commence at a rock corner located at the common intersection of Land

Lots 59, 60, 69, and 70; thence proceed N89°35'21"W along the Northeasterly boundary of Land Lot 69 a distance of 1,792.91 feet to an iron pin; thence proceed S00°24'39"W a distance of 414.40 feet to an iron pin; thence proceed S89°43'04"E a distance of 103.39 feet to an iron pin; thence proceed S00°19'55"W a distance of 130.00 feet to an iron pin and the Point of Beginning; thence proceed S89°39'37"E a distance of 312.15 feet to a point; thence proceed S00°04'52"W a distance of 359.35 feet to an iron pin; thence proceed N89°55'08"W a distance of 832.43 feet to a point; thence proceed N00°14'47"E a distance of 159.51 feet to a point; thence proceed S88°15'57" a distance of 81.99 feet to a point; thence proceed N67°45'59" a distance 36.37 feet to a point; thence proceed N22°14'01"E a distance of 207.93 feet to a point; thence proceed S89°39'37"E a distance of 675.45 feet to the point of beginning being shown as Tract 1, Tract 3 and part of Tract 2 on plat of survey Governors Square Condominium prepared for Ravin Homes by Koons Wood & Associates as revised October 23, 1992.

Parcel 24: Tax ID 071903004 (112 Governors Square)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and being known as Building Number 1 of Governors Square Condominium as depicted on a plat of survey entitled "Governors Square Condominium" prepared for Lawler and Lawler, Inc. by Koons, Wood and Associates, dated March 2, 1987, and recorded in Plat Book 1, page 32 Fayette County Georgia Records.

Parcel 25: Tax ID 0719 046 (1968 Hwy 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and being more particularly described as follows: Beginning at an iron pin located on the Easterly right of way of State Route 54 (80 foot right of way) said iron pin being 344.47 feet as measured along said Easterly right of way of State Route 54, Southwesterly from the point of intersection of the Easterly right of way of State Route 54 and the Southeasterly right of way of Davis Road; thence running S 89°55'08" E 250 feet to an iron pin; thence S 0°04'52" W 175 feet to an iron pin; thence N 89°55'08" W 321.41 feet to an iron pin located on said Easterly right of way of State Route 54; thence running N 22°00'02" E along said right of way 189 feet to the point of beginning; said property containing 1.1478 acres according to a plat of survey prepared for J.C. Brogdon, Jr., by J.R. Wood Surveyors & Planners, Inc., dated March 22, 1983, a copy of which is attached hereto and made a part hereof.

Parcel 26: Tax ID 0719 047 (1964 Hwy 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows as per survey dated January 25, 1989, revised August 5, 1992, prepared by Larry C. Shimshick, RLS No. 2343, for PTC Properties, Inc. and Metro Bank: To find the True Point of Beginning, commence at the intersection of the common boundary line of Land Lots 69 and 70 with the Easterly right of way of Georgia Highway 54; run thence in a Southwesterly direction along the right of way of Georgia Highway 54 at a distance of 256.84 feet to the True Point of Beginning from said True Point of Beginning, run thence S 88°42'38" E a distance of 439.86 feet to a point marked by an iron pin found run thence S 02°07'24" E a distance of 175.66 feet to a point marked by an iron pin found; run thence N 89°42'27" W a distance of 521.22 feet to a point along the Easterly right of way of Georgia Highway 54 marked by an iron pin; run thence along said right of way N 22°17'29" E a distance of 197.55 feet to a point marked by an iron pin, which point is the True Point of Beginning.

Parcel 27: Tax ID 0719 038 (1954 Hwy 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: Beginning at a point in the Easterly right of way of Routh #54 which is 128 feet a Westerly directions from the junction Land Lot #69 and #70; thence S 89°00' E a distance of 412.3 feet to an iron pin found; thence S 1°00' W a distance of 120 feet to a point; thence N 89°00' W a distance of 459.21 feet to a point in the Easterly right of way of State Route #54; thence N 22°21' E a distance of 128.84 feet along the Easterly right of way of State Route #54 back to the point of beginning; said tract containing some 1.20 acres as per survey of J.R. Wood, Surveyors and Planners, Inc., dated 14 June 1979, which plat by reference thereto is incorporated herein. Less and except that portion of said tract consisting of 0.53 acres consisting of a right of way conveyed to the State Department of Transportation on 1 September 1988, which conveyance is properly recorded in Deed Book 518 at Page 73 in the Office of the clerk of Superior Court of Fayette County, Georgia.

Parcel 28: Tax ID 0719 031 (1952 Hwy 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: Beginning at an iron pin on the Northerly right of way line of said Land Lot 69, at its point of intersection with the Easterly right of way line of State Highway 54; from said point of beginning, running thence S 89 ° E along the N Land Lot Line of said Land Lot 69 a distance of 120 feet to an iron pin; running thence S 01 degree W a distance of 120 feet to an iron pin; running thence N 89 ° W a distance of 412.3 feet to the Easterly right of way line of State Highway No. 54; running thence N 21°21'30" E a distance of 128 feet to the Point of Beginning; containing 1.074 acres of land, according to the plat of survey by Lum C. Hall, surveyor, entitled "Property of Abon Brown", dated 26 April 1972.

Parcel 29: Tax ID 0719 041 (1963 Hwy 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, containing 2.264 acres and being described with reference to a plat of survey prepared by Kenneth E. Presley & Associates dated August 5, 1994 Entitled "Final Plat of Property Survey for Sun State Properties, Inc., Joe A. Harper & Duane P. Tallman" and being tract "A" of said plat and with further reference to a plat property may be more particularly described as follows: To find the point of beginning commence at the intersection of the NW right of way of GA State Route No. 54 with the E line of land lot 92 and running thence in a Northeasterly direction along said NW right of way of GA State Route No. 54 a distance of 1907.3 feet to an iron pin and the point of beginning; from the point of beginning thus determined, thence N 86°12'45" W a distance of 629.35 feet to an iron pin; thence N 00°58'40" E a distance of 150.06 feet to an iron pin; thence S 86°12'45" E a distance of 668.69 feet to a concrete marker located on the NW right of way of GA State Route No. 54; thence S 89°42'54" E a distance of 20.06 feet to a concrete marker; thence S 22°41'45" W a distance of 42.61 feet to a concrete marker; thence N 67°18'15" W a distance of 9.0 feet to a concrete marker; thence S 22°41'45" W a distance of 16.00 feet to a concrete marker; thence S 67°18'15" E a distance of 9.00 feet to a concrete marker located on the NW right of way of said GA State Route No. 54; thence S 22°49'41" W a distance of 101.19 feet to the point of beginning. Also conveyed is a perpetual; nonexclusive easement for purposes of ingress and egress over, through and across the following property: All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, being 24 feet in width, the centerline of which is shown and designated as "C/L of 24' ingress/egress easement" on plat of survey recorded in Plat Book 25, Page 60, Fayette County, Georgia records, said plat being incorporated herein by reference.

Parcel 30: Tax ID 0719 037 (1971 Hwy 54 W)

All that tract or parcel of land lying and being in Land Lot 69 of the 7th District of Fayette County, Georgia, and more particularly described as follows: Beginning at a point on the NW side of Georgia State Highway 54 distance of 1484.30 feet NE from the intersection of the NW side of Georgia State Highway 54 and the W Land Lot Line of Land Lot 92 as measured along the NW side of Georgia State Highway 54; thence running S 89°55' W a distance of 261.50 feet to a point; thence running N 0°05' W a distance of 150.00 feet to a point; thence running N 89°55' E a distance of 319.20 feet to a point on the NW side of Georgia State Highway 54; thence running S 21°59' W along the NW side of Georgia State Highway 54 a distance of 160.80 feet to a point and the Point of Beginning, all as shown on that certain plat of survey by Lee Engineering Co., C.E. Lee, Registered land surveyor, No. 1093, for Tri-City Realty & Mortgage, Inc., Dated February 27, 1978, and recorded in plat book 10, page 129, Fayette County Georgia Records.

Conditions

1. All properties zoned C-H, Highway Commercial, and C-C, Community Commercial in unincorporated Fayette County shall be zoned GC, General Commercial, upon annexation into Peachtree City.
2. The property zoned R-20, single family residential, in unincorporated Fayette County shall be zoned R-43, single family residential, upon annexation into Peachtree City.
3. Minor repairs and maintenance of legally non-conforming signs such as electrical repairs or lettering repair shall be allowed. However, no structural repairs or changes in the size or shape of the sign shall be permitted except to make the sign comply with the requirements of the Peachtree City Sign Ordinance; provided that monument signs constructed with some portion of brick or stone damaged by fire, act of God, or vehicular crash may be restored to their original condition for a period not to exceed twenty (20) years from adoption of this ordinance.

The effective date of said annexation shall be as set forth in O.C.G.A. §§ 36-36-2 and 36-36-32.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.

Done, Ratified, and Passed this _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest:

City Clerk

Ordinance Number _____

**AN ORDINANCE TO AMEND THE
PEACHTREE CITY ZONING MAP AND ORDINANCE
TO REZONE 105.5 ACRES OF LAND LOCATED
WITHIN THE CITY LIMITS OF PEACHTREE CITY
ON SR 54 W, GOVERNORS SQUARE, AND PEACHTREE COURT
AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, AND IT IS HEREBY ORDAINED by authority of the same that:

Section 1. The Peachtree City Zoning Map be amended as follows:

1. Tax Parcels 0719 058, 0719 035, 0719 036, 071902012, 071902011, 071902010, 071902009, 071902008, 071902007, 071902006, 071902005, 071902004, 071902003, 071902001, 0719 042, 071903007, 071903006, 071903003, 071903002, 0719 070, 071903001, 071903004, 0719 046, 0719 047, 0719 038, 0719 031, 0719 041, 0719 037 shall be zoned GC General Commercial
2. Tax Parcel 0719 009 shall be zoned R-43 with the following conditions:
 - a. Two 50-foot right-of-ways shall be preserved: one to the southern property line and one to the eastern property line for future road connections.
 - b. The Developer shall enter into a Development Agreement with the City in order to provide both parties notification and confirmation of rights and terms.

Section 2. All ordinances or parts thereof which conflict with the provisions of this ordinance are, to the extent of such conflict and except as hereinafter provided, hereby repealed.

Section 3. Should any provision of this ordinance be declared invalid by a Court of competent jurisdiction, such decision shall not affect the validity of this ordinance as a whole or any provision thereof other than the provisions specifically declared to be invalid. The City Council declares that it would have passed this ordinance and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses or phrases may be declared invalid.

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

Done, Ratified, and Passed this _____ day of _____ 2018.

Vanessa Fleisch, Mayor

Attest: _____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director *PJS*

DATE: December 13, 2018

SUBJECT: Master Lease-Purchase – Lease Schedule #2
December 20, 2018 City Council Agenda

Recommendation:

It is City Staff's recommendation that the Peachtree City Government Finance Corporation approve Lease Schedule #2 and authorize the Mayor to sign the documents and the Mayor and City Council Members to sign the City's Certificate of Incumbency.

Discussion:

On January 5, 2017 City Council approved a Master Lease-Purchase Agreement for the financing of machinery and equipment in conjunction with Banc of America. This request is for Lease Schedule (Draw) #2 against that Master Lease-Purchase Agreement. The total amount for Schedule #2 of \$811,410.92 and is for Police Unmarked Vehicle Replacement (1), Patrol Vehicle Replacements (9), 192TB Police Video Storage Expansion, Fire Staff Vehicle Replacement (1), Cardiac Monitor/Defibrillator Lifepak Replacements (1), and Public Service equipment replacements including; Zero-turn Mowers (3), Asphalt Roller Replacement (1), and Ford F-250 Diesel Replacements (2). The vehicles and equipment will be financed over a five (5) year period with the first quarterly payment due March 30, 2019 and the last payment on December 30, 2023. The interest rate on this loan is currently set at 3.0843 percent per annum. An update on the rate is expected to be available at the City Council meeting on December 20, 2018.

The City is expected to close (fund) this transaction on Friday, December 21, 2018, following approval by the City, who will meet on Thursday, December 20, 2018 to approve the transaction. The final documents to be signed by the Mayor and City Council will be provided.

Budget Impact:

Funds for the fiscal year 2019 debt service payments have been previously budgeted. Debt service payments for future fiscal years will be included in the annual operating budgets proposed to City Council.

If you have any questions, please do not hesitate to contact Paul Salvatore.

Thank you for your attention to this matter.

City of Peachtree City
 Lease/Purchase
 November 2018 for FY18

	<u>Vendor</u>	<u>Description</u>		<u>Total</u>
<u>Grounds - Zero Turn Mowers</u>			\$	30,759.00
	(see detail)	Equipment (3)		
<u>Police (IT) - Additional Backup Storage</u>			\$	84,000.00
	(see detail)			
<u>Police - Patrol vehicle replacements</u>			\$	483,020.61
	(see detail)	Vehicles (4)		
<u>Police - unmarked vehicle replacement</u>			\$	31,151.00
	(see detail)	Vehicle		
<u>Fire - Cardiac Monitor Lifepak replacement</u>			\$	38,281.71
	(see detail)	Equipment		
<u>Fire - Training staff vehicle replacement</u>			\$	38,300.00
	(see detail)	Vehicle		
<u>Public Works - Asphalt Roller replacement</u>			\$	39,000.00
	(see detail)			
<u>Public Works - Ford F-250 XLT - Diesel Trucks</u>			\$	66,898.60
	(see detail)	Vehicles (2)		
			\$	811,410.92