

REVISED AGENDA
City Council of Peachtree City
Agenda
November 7, 2013
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation for Peachtree City Veterans Day Observance
 - Recognition of Police Department – 1st place, National Law Enforcement Challenge
 - National Winner, Best Overall Occupant Protection
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - October 16, 2013, Special Called Meeting Minutes
 - October 17, 2013, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider Request to Surplus Metal Folding Chairs
 - 2. Consider Official Intent Resolution – Facilities Authority Bond
 - 3. Consider Official Intent Resolution – Government Finance Corp., Inc., Lease/Purchase
 - 4. Consider Bid for Fire Department Ford Interceptor Contract Award – Alan Vigil Ford, Morrow
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 11-13-01 **Public Hearing – Consider Renewal of Multi-family Rezoning Moratorium**
Public hearing required annually to renew multi-family rezoning moratorium
 - 11-13-02 **Public Hearing – Consider Variance request from Fence Ordinance,**
 101 Camp Creek Trl.
Applicant desires to install 4-ft. black vinyl-coated chain link fence within front building setback
 - 11-13-03 **Public Hearing - Consider Variance Request, Rear Building Setback,**
 1504 Fountain Glen Ct.
Applicant desires to extend existing deck 7 feet into required 30-ft. rear building setback
 - 11-13-04 **Public Hearing - Consider Variance Request, Watershed Protection Buffer,**
 130 North Cove Dr.
Applicant desires to construct pool deck and fire place within 50-ft. no impervious buffer
 - 11-13-05 **Public Hearing – Consider Variance from Tree Save & Landscape Buffer Requirements,**
 Gerresheimer-Wilden Plastics, 650 SR 74 South
Applicant desires to construct portion of access drive 8 feet within the tree save & landscape buffer
 - 11-13-06 **Public Hearing – Consider Rezoning Request, Panasonic North America (GI to LUI),**
 Hwy 74 S.
Applicant desires to rezone 60-acre tract to allow subdivision of overall property into two smaller tracts
 - 11-13-07 **Consider Amendment to Vegetation Protection & Landscape Requirements Ordinance**
Proposed amendment would establish criteria for alternative compliance to the tree replacement requirements
 - 11-13-08 **Consider Sole Source – Police Department Record Management System**
Recommendation from staff to use Spillman Technologies, Inc., as sole-source provider
 - 11-13-09 **Consider Settlement Agreement of Claims Raised by Lisa Ficalore against the City and**
 various officials and employees
- X. Council/Staff Topics
 - Hot Topics Update
- XI. Executive Session

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

SUMNER | MEEKER
ATTORNEYS AT LAW LLC

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

TO: City Council
City of Peachtree City

FROM: Theodore P. Meeker, III 
City Attorney

DATE: November 6, 2013

RE: Settlement of claims raised by Lisa Ficcalore against the City and various officials and employees

On October 16, 2013, a mediation occurred between the City and Lisa Ficcalore with respect to certain claims that have been raised by Ms. Ficcalore against the City and various officials and employees. GIRMA, the City's risk management association, also participated in the mediation.

At the conclusion of the mediation, an agreement was reached to fully and resolve all claims. Included in that agreement was a contribution of \$5,000.00 to be paid by the City to Ms. Ficcalore for back pay. This amount was in addition to the amount which was paid by GIRMA to resolve the claims. The settlement will also allow Ms. Ficcalore to make a payment to the City as reimbursement for the cost of a pension enhancement. The terms of the agreement are within the parameters authorized by the Mayor and Council on August 1, 2013.

As per the new Georgia Open Meetings law, this settlement must be ratified by the Council in open session.

TPM/kg

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**City Council of Peachtree City
Special Called Meeting Minutes
October 16, 2013
9:00 a.m.**

The Mayor and City Council of the City of Peachtree City met in special called meeting on Wednesday, October 16, 2013. Mayor Haddix called the meeting to order at 9:00 a.m. Other Council Members in attendance: Vanessa Fleisch and Eric Imker. Kim Learnard was unable to attend, and Post 2 was vacant.

The purpose of the meeting was to readopt the Local Option Sales Tax (LOST) agreement with Fayette County.

Haddix gave some background on the reason the readoption of the agreement was needed, saying the Georgia Supreme Court had ruled that the baseball arbitration used for LOST negotiations as unconstitutional in another jurisdiction, creating the potential for similar lawsuits. The Georgia Municipal Association (GMA) and the Association of County Commissioners of Georgia (ACCG) reviewed the ruling, and the GMA sent an e-mail that Haddix received on October 11 at 4:25 p.m., which recommended readopting the LOST agreement. After this meeting was adjourned, Haddix said he and City Clerk Betsy Tyler would be going to Fayetteville to sign the revised agreement. He noted the LOST agreement was on the table, and it included the necessary revisions. The deadline to submit the LOST agreement to the state was close of business on Thursday, October 17.

Imker moved to approve the revised agreement with Fayette County for the LOST distribution. Fleisch seconded. Motion carried unanimously.

There being no further business, Fleisch moved to adjourn the meeting. Imker seconded. Motion carried unanimously. The meeting adjourned at 9:02 a.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

City Council of Peachtree City
MEETING MINUTES
October 17, 2013
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, October 17, 2013. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance: Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Haddix proclaimed October 24 as Breast Cancer Awareness Day in Peachtree City. Janet Beebe of the Breast Cancer Survivors Network accepted the proclamation. Police Sgt. Brad Williams was recognized as the Supervisor of the Quarter. Adam Thompson and William Opperman were sworn in as police officers.

Agenda Changes

There were no changes to the agenda.

Minutes

October 3, 2013, Regular Meeting Minutes

Learnard moved to approve the October 3, 2013, regular meeting minutes. Fleisch seconded. Motion carried unanimously.

Monthly Reports

There were no comments on the Monthly Reports

Consent Agenda

- 1. Consider Grant Application for Metro Atlanta Traffic Enforcement Network (MATEN)**
- 2. Consider Surplus of Miscellaneous IT Equipment**
- 3. Consider Request to Lower Lake Peachtree for Maintenance**

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

Learnard thanked the Police Department for pursuing the \$20,000 grant (Item #1).

Old Agenda Items

10-13-04 Consider Intergovernmental Agreement with Fayette County – 2013 SPLOST

Haddix noted there was an additional item on the dais – the staff memo. City Manager Jim Pennington said there had been a number of questions at the October 3 meeting relative to the amount the City would receive from the Special Purpose Local Option Sales Tax (SPLOST) if it were approved on November 5. The City should receive \$14,554,857. There was a percentage formula projected in the agreement, but there would also be a reallocation of a portion of money the County expected it would not use for its projects. The reallocation would bring the total the City would receive up to approximately \$14.6 million.

Haddix said it was no secret he did not support the SPLOST, but he was bothered by the fact the City would be helping to pay for the County putting the referendum on the ballot, adding that requirement did not exist under SPLOST law. In addition, any excess funds that were collected had to be distributed to other SPLOST projects approved by the voters. He continued that the 2005 SPLOST never reached its projections, and there was no guarantee the projections would be met. He did not understand why Peachtree City should pay for putting a County referendum on the City's ballot.

Imker moved to approve the intergovernmental agreement with Fayette County for the 2013 SPLOST. Learnard seconded. Motion carried 3-1 (Haddix).

New Agenda Items

10-13-05 Consider Bid for Station 83 Sewer

City Engineer Dave Borkowski addressed Council, recommending Council award the bid for the sewer extension for Fire Station 83 to Crawford Grading. He continued that Fire Station 83 was the last station to be connected to the sewer system. Three bids had been received, and Crawford Grading's had been the lowest at \$136,989.60. The highest bid had been \$279,975. Staff found Crawford's bid to be acceptable and responsive. The company had worked for the City previously, and staff had been satisfied with the work that was done. They were also a certified utility contractor, which was required.

Borkowski said funds were available in the 2009 Public Improvement Program (PIP) budget and the Facilities Authority bond for \$146,716.25. Borkowski requested the entire amount be set aside to cover any contingency and to pay the tap fees for the connecting to the sewer line, which would be approximately \$4,000.

Fleisch asked what other projects Crawford Grading had done for the City. Borkowski said the projects included the outlet reworking for the Braelinn/Creekside/Southside Pond and several projects for the Peachtree City Water and Sewerage Authority (WASA).

Haddix noted the septic tank issues at Station 83 had been a long-standing problem, adding that WASA employees recognized at the October 3 meeting had responded to an incident at Station 83.

Learnard moved to award the bid to Crawford Grading for \$136,989.60, with an additional \$10,000 set aside for contingencies for the projects. Fleisch seconded. Motion carried unanimously.

10-13-06 Consider Bid for Kedron Pond East & West Dam Rehab Project

Public Services Director Mark Caspar noted the bids had come in over the amount originally budgeted for the projects, which had been \$600,000 each. The lowest bid was from Brent Scarbrough & Company, Inc. for \$1,650,916.70, and Caspar recommended the bid be awarded to the company. Caspar continued that there were several issues with the dams that had increased the cost. A rough conceptual plan had been done originally, and when the final design process began, some additional issues had arisen. There was a conflict between the pipeline and utilities, and it was more economical to shift the pipe to the middle of the road rather than relocating all the utilities. The biggest portion of the cost increase involved the coffer dam added to each project, which retained 90% of the flow that came into the ponds. He explained that approximately 700 cubic feet of stormwater per minute came through the dams during a peak storm, and 70 cubic feet of water was discharged. Caspar said that, without the ponds, there would be significant flooding downstream. The original estimate was developed two years ago, and Caspar said material costs had increased significantly during that time.

Caspar pointed out that some funds remained from the original bond that would be used for the Rockspray Pond dam project, which would allow the money budgeted for the Rockspray Pond in the second bond to be shifted to cover the overages. Caspar said staff had worked with Scarbrough to value engineer the project, and staff was able to negotiate a \$100,000 (approximately \$65,000 for the west pond and \$35,000 for the east pond) decrease from the original bid submitted by Scarbrough & Company.

Fleisch asked when the work would begin. Caspar said he hoped to begin work before the holidays, but it would depend on the bond closing. Fleisch asked if residents would be notified of what would take place during construction. Caspar said there had been a meeting with homeowners to discuss concerns. People would not be able to go in on Kedron Drive North and come out on Kedron Drive South during the projects, but no one would be prevented from reaching their home. The road closing would be localized to the project area.

Haddix asked what the risk was if the work on the dams was not done. Caspar said one outlet structure was leaning significantly, and the other was starting to collapse in on itself. They were corrugated metal structures, rather than concrete or plastic. If the dams breached, everyone downstream would see water. Caspar said the work was definitely needed for safety reasons.

Learnard moved to award the bid for the Kedron Pond East & West Dam rehabilitation to Brent Scarbrough & Company, Inc., for the unit cost bid amount of \$1,650,916.70. Fleisch seconded. Motion carried unanimously.

Council/Staff Topics

Pennington noted the grand re-opening of the Glenloch Recreation Center had been held on October 16, saying the facility looked fantastic. The Great Georgia Airshow had been held the weekend of October 11 – 13 without too many problems. The Special Event Team (SET) would work with the Airshow team to critique the event soon to work on any issues for the next one.

Haddix thanked Community Services Director Jon Rorie and Recreation Administrator Cajen Rhodes for the work done Glenloch Recreation Center, saying that was the kind of facility the citizens wanted. The result was great, and the community loved it.

Executive Session

Learnard moved to enter Executive Session for pending or threatened litigation and personnel at 7:34 p.m. Fleisch seconded. Motion carried unanimously.

Learnard moved to reconvene in regular session at 7:59 p.m. Fleisch seconded. Motion carried unanimously.

Learnard moved to approve the cost of living increase for the City Manager in the same amount as received by other employees (2%). Imker seconded. Motion carried unanimously.

Learnard moved to authorize the City Attorney to initiate condemnation proceedings to acquire stormwater easements at the properties located at 108 Wynnmeade and 115 Wynnmeade. Imker seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting at 8:00 p.m. Imker seconded. Motion carried unanimously.

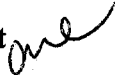
Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor Haddix and Members of Council

VIA: James Pennington, City Manager 
Paul Salvatore, Financial Services Director KB for PS

FROM: Angela Egan, Purchasing Agent 

DATE: October 15, 2013

SUBJECT: Request to Surplus Metal Folding Chairs
Council Meeting: October 17, 2013

Recommendation:

Staff recommends Council declare surplus approximately 120 metal folding chairs.

Discussion.

Sequoia, the current tenant at the City's Tennis Center, does not have use for the metal folding chairs currently stored at the TC. The City will dispose of these goods in a manner expected to net the greatest value.

Budget Impact: All proceeds from the disposal of surplus property shall be placed in the City's General Fund.



PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James L. Pennington, City Manager 

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

DATE: October 31, 2013

SUBJECT: Official Intent Resolution (Reimbursement Resolution)
Peachtree City Public Facilities Authority –
Facilities Authority Bond

November 7, 2013, City Council Consent Agenda

Recommendation:

That City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that will allow the City to seek reimbursement through the issuance of a Facilities Authority Bond for budgeted expenditures made prior to the actual bond issuance.

Discussion:

Following the approval of the fiscal year 2014 budget, this Official Intent Resolution is presented to Council for adoption in order to include in future financing any moneys paid directly or indirectly by the General Fund prior to the actual expenditures for projects to be financed under a 2014 Public Facilities Bond Issue. The resolution in an amount not to exceed \$3,000,000 is attached.

Budget Impact:

There is no specific budget impact in approving the resolution. The budget impact has occurred with the approval of the fiscal year 2014 budget and the presentation of fiscal years 2015, 2016, 2017, and 2018 Public Improvement Plans during the 2014 budget process.

OFFICIAL INTENT RESOLUTION

WHEREAS, Peachtree City (the "City") expects to obtain financing through the issuance of a Facilities Authority Bond (the "Obligations") through the Peachtree City Public Facilities Authority (the "Authority"), in a principal amount not to exceed \$3,000,000 to finance the costs of acquiring, constructing, adding to, extending, improving, equipping, holding, operating, maintaining, leasing, and disposing of buildings, facilities, and equipment, as presented in the 2014 fiscal year budget document for the five-year Public Improvement Program, necessary or convenient for efficient operation of the City, or any department, agency, division, or commission thereof (the "Project"); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or moneys used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2013.

PEACHTREE CITY

(SEAL)

By: _____
Donnie O. Haddix
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, **ANN E. TYLER**, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at _____ p.m., on the _____ day of _____, 2013, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the Peachtree City, this the _____ day of _____, 2013.

Ann E. Tyler
City Clerk

(SEAL)

PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James L. Pennington, City Manager 

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

DATE: October 31, 2013

SUBJECT: Official Intent Resolution (Reimbursement Resolution)
Government Finance Corporation, Inc. Lease/Purchase

November 7, 2013, City Council Consent Agenda

Recommendation:

That City Council adopt the attached Official Intent Resolution (Reimbursement Resolution) that will allow the City to seek reimbursement through the Government Finance Corporation financing process for budgeted expenditures made prior to the actual financing arrangements.

Discussion:

Following the approval of the fiscal year 2014 budget, this Official Intent Resolution is presented to Council for adoption in order to include in future financing any moneys paid directly or indirectly by the General Fund prior to the actual financing of expenditures for projects to be financed under the 2011 lease/purchase agreement. The resolution in an amount not to exceed \$1,600,000 is attached.

Budget Impact:

There is no specific budget impact in approving the resolution. The budget impact has occurred with the approval of the fiscal year 2014 budget.

OFFICIAL INTENT RESOLUTION

WHEREAS, Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed \$1,600,000 to finance the costs of acquiring a Citywide ERP system; Citywide network infrastructure replacement, telephone system equipment, Police records management system, EMS patient handling system, Police vehicles, Fire vehicles, Public Works equipment including a sand pro, bobcat skid steer, utility vehicle, and pickup truck (the "Project"); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or moneys used to pay expenditures related to the Project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Peachtree City, and is hereby resolved by authority of the same, as follows:

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.
2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS _____ day of _____, 2013.

PEACHTREE CITY

(SEAL)

By: _____
Donnie O. Haddix
Mayor

Attest:

Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

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I do hereby further certify that the following members of the Governing Body were present at such meeting:

and that the following members were absent:

and that such resolution was duly adopted by a vote of:

Aye _____ Nay _____

WITNESS my hand and the official seal of the Peachtree City, this the _____ day of _____, 2013.

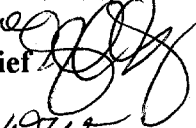
Ann E. Tyler
City Clerk

(SEAL)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: James Pennington, City Manager 
Paul Salvatore, Director of Financial Services *P.S.*
Kelly Bush, Assistant Director of Financial Services *KB*
Angela Egan, Purchasing Agent 
Joseph O'Connor, Interim Fire Chief 

FROM: David Williamson, Fire Marshal 

DATE: November 1, 2013

SUBJECT: Fire Department Ford Interceptor Contract Award

Recommendation:

Staff recommends that the City Council approve a contract award for the purchase of two 2014 Ford Interceptors to the lowest bidder meeting bid specifications, Allan Vigil Ford, Morrow, Georgia in the amount of \$58,178.00.

Discussion:

The Fire and Rescue Department is continuing the program of reducing the size of its vehicle fleet and replacing existing vehicles with smaller and more efficient vehicles when replacements are purchased. The purchasing of the requested vehicles will result in the following existing vehicles being surplus to the department:

2001 Ford Explorer, VIN: 1FMZU63E31ZA57873, that currently has an odometer reading of 100,700 miles and has been declared unsafe for emergency use by Public Works. This vehicle will be turned over to Public Works to be reassigned within the City or declared surplus.

2002 Ford F250 Pickup, VIN: 1FTNX20S72EC79211, that currently has an odometer reading of 85,100 miles. The vehicle has a fuel mileage of 6-8 mpg. This vehicle will be turned over to Public Works for their use.

2004 Ford F150 Pickup, VIN: 1FTPX12564NB57498, that currently has an odometer reading of 98,000 miles and will have an estimated odometer reading of 104,000 miles when the new vehicles are received. This vehicle will be turned over to Public Works to be reassigned within the City.

Bids Received:

The following bids were received and opened at 1030 hours on November 1, 2013 by Charlotte Burns in the presence of Angela Egan.

Allan Vigil, Morrow, \$58,178.00

Allan Vigil Ford, Fayetteville, \$63,454.82

Wade Ford, Smyrna, \$56,138.00 - Bid did not meet minimum specifications

Budget Impact:

The proposed Ford Interceptors meet the needs and specifications of the Department, and are currently budgeted for FY2014 in account number 334-3510-54-2271 in the amount of \$36,750 and account number 334-3510-54-2271 in the amount of \$36,750 for a total of \$73,500. The remaining \$15,322.00 in the budget line items will be utilized for radio and light packages for these vehicles. The total of amount for these vehicles will be within the budgeted amount of \$73,500. These vehicles are scheduled for lease financing over a 5-year period with an estimated annual debt service payment of \$12,736.00.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager
Community Services Director

FROM: Planning and Zoning Administrator *David*

DATE: November 1, 2013

SUBJECT: Public Hearing – Consider Renewal of Multi-family Rezoning Moratorium
November 7, 2013, City Council agenda

Recommendation

That Council re-affirm the Multi-family rezoning moratorium.

Discussion

In 1999, Council adopted an ordinance directing staff "to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family." Property owners requesting this type of zoning must first request that Council lift the moratorium as it applies to their property, before submitting the rezoning request to staff. The moratorium expires each year, at which time Council must consider the moratorium to determine if it should be reaffirmed for an additional year.

A copy of the referenced ordinance, which expires in November 2013, is attached for your review.

Budget Impact

The only budgetary impact associated with reaffirming the moratorium is the possible loss of impact fee revenue associated with the multi-family development in Peachtree City.

Attachment

ARTICLE XIV. MULTI-FAMILY--REZONING MORATORIUM*

Sec. 1401. Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

Sec. 1402. Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

- (a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;
- (b) The development of additional multi-family housing would overburden area schools
- (c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and
- (d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

Sec. 1403. Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

- (a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.
- (b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.
- (c) This moratorium shall not apply to property already zoned for use as multifamily.

Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

- (a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.
- (b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.
- (c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.
- (d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

POSITION PAPER

Planning and Zoning Administrator
October 28, 2013

David 

Case number: V-2013-11

Applicant: Mr. and Mrs. Bob Robertson
Property address: 101 Camp Creek Trail
Lot 1, Camp Creek Estates

Variance request: To install a 4'-tall black vinyl-coated chain link fence between the principal structure on the lot and the right-of-way of Camp Creek Trail and Robinson Road.

Situation:

Mr. and Mrs. Bob Robertson ("Applicant") own the property located at 101 Camp Creek Trail within the Camp Creek Estates subdivision. The property is 3.3 acres in size and is zoned ER Estate Residential.

The subject tract has frontage on Camp Creek Trail and Robinson Road and is classified as a multiple frontage lot. Access to the property is provided from a single driveway off of Camp Creek Trail. The existing home is located 306' from Camp Creek Trail and approximately 150' from Robinson Road.

The Applicant desires to install a 4'-tall fence to enclose the property, including a black, powder-coated aluminum picket fence parallel to the southern property boundary adjoining Camp Creek Trail. The fence would be located 50' inside of the property line.

The Applicant desires to enclose the remainder of the property with a black, vinyl-coated chain link fence. The chain link fence would extend along the eastern and northern property boundaries, both of which abut residential lots. The fence would also parallel the western property boundary adjoining Robinson Road and would be located 50' inside of the property line.

Section 18-165(g) of the fence ordinance prohibits chain link fencing between the principal structure on a residential zoning lot and any adjoining street right-of-way.

The area "between the principal structure on a residential zoning lot and any adjoining street right-of-way" is determined by first establishing the front yard on the residential lot. Front yard is defined as "that area bounded by a line along the front of the principal structure extended to intersect the side property lines; those side property lines; and the front property line. This area is usually identified by the placement of the primary driveway access and/ or the placement of the street address assigned to the property in question."

Proposed Variance: V-2013-11

October 28, 2013

Page 2

Because the subject tract is classified as a multiple frontage lot, the property frontage along both Camp Creek Trail and Robinson Road are considered front yards. Likewise, the area "between the principal structure on a residential zoning lot and any adjoining street right-of-way" applies to both street frontages, and chain link fencing would not be permitted within these areas.

The Applicant is requesting a variance to permit a chain link fence between the principal structure and the adjoining street rights-of-way of both Camp Creek Trail and Robinson Road.

A copy of the variance application is included as Attachment "A".

Review criteria:

Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

- (a) **There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;**

Staff findings:

The subject tract is rectangular in shape, is heavily wooded, and sits approximately 10-12' lower than Robinson Road. The property is a corner lot and fronts on both Camp Creek Trail and Robinson Road. The front yard is applicable to both the Camp Creek Trail and Robinson Road property frontages and would prevent the use of a chain link fence between the home and the road rights-of-way.

- (b) **The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;**

Staff findings:

The purpose of restricting the use of chain link fence between the principal structure on a zoning lot and the adjoining street right-of-way is to prevent the infiltration of chain fence and to preserve the character of residential areas. Because the subject tract has two property frontages, and because the existing home was constructed towards the rear of the property, the ordinance would restrict the use of chain link fence to the area behind and beside the home.

Proposed Variance: V-2013-11

October 28, 2013

Page 3

Staff is not aware of any variances that have been granted for the use of chain link fencing between the principal structure on a residential zoning lot and the adjoining street right-of-way.

- (c) **There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;**

Staff findings:

The subject lot is an estate lot and is heavily wooded. The property sits approximately 10-12' below the grade of Robinson Road. The fence as proposed would not be visible from Camp Creek Trail or from Robinson Road.

- (d) **The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and**

Staff findings:

There are estate lots within the city with similar circumstances, many of which have fences that comply with the fence ordinance. In addition, there are residential lots in other zoning districts that have complied with the ordinance. While the fence as proposed would not be visible, it may open the door for similar variance requests on other residential lots throughout the city.

- (e) **The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.**

Staff findings:

Camp Creek Estates consists of large, heavily wooded lots. Many of the lots have installed fences to enclose the property, and each of these fences has complied with the requirements of the fence ordinance.

- (f) **The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.**

Staff findings:

The Comprehensive Plan encourages the preservation of natural buffers on major and minor road corridors. The plan also recognizes the need to preserve and maintain the preservation of the character of residential areas. Even though the fence would not be visible from the adjoining roadways and would blend in with the natural vegetation, it could be assumed that granting the

Proposed Variance: V-2013-11

October 28, 2013

Page 4

variance would open the door for similar variance requests not only within estate lot subdivisions but other subdivisions as well.

Options:

In accordance with Section 1202 of the Zoning Ordinance, variances shall only be granted upon showing that:

- a) Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or
- b) The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Recommendation:

Based on the analysis and findings presented herein, and without the benefit of considering additional evidence that may be presented at the Public Hearing, Staff recommends that City Council not approve the variance request for the property located at 101 Camp Creek Trail. This recommendation in no way is meant to discourage the Applicant from continuing with the planned improvements to the property, but is intended to preserve the intent of the ordinance and the character of the residential subdivisions throughout the city.

Attachments



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 273109

Date Filed 10/21/13

Case # V-2013-12

Office Use Only

VARIANCE LOCATION	Street Address <u>101 CAMP CREEK TRAIL</u> <u>PEACHTREE CITY GA 30269</u>	PROPERTY OWNER	Name <u>BERNICE & BOB ROBERTSON</u> Phone <u>770-631-5455</u> <u>C 404-983-3764</u> Email <u>BEARCREEKFARM1@HOTMAIL.COM</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial\Industrial\Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☐ Sign ☒ Fence ☐ Land Development ☐ Zoning		PROPERTY INFO Subdivision: <u>CAMP CREEK ESTATES</u> Phase: _____ Lot # _____
APPLICANT	Name <u>BERNICE ROBERTSON</u> Address <u>101 CAMP CREEK TRAIL</u> City, State, Zip <u>PEACHTREE CITY GA 30269</u> Phone # <u>770-631-5455</u> <u>C 404-983-3764</u> Email <u>BEARCREEKFARM1@HOTMAIL.COM</u>	SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☐ A detailed report justifying the requested variance ☐ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) Does the application pertain to a zoning setback? ☐ Yes ☐ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) How long has the violation existed? _____ Years 5.) What is the required setback? _____ Feet 6.) How much of a variance is being requested? _____ Feet 7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
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SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) Has property been rezoned or deed restrictions? ☐ Yes ☒ No 3.) Is the violation an existing setback violation? ☐ Yes ☒ No 4.) Application for a bldg setback (fence) or parking? (Circle One) 5.) What is the required setback, height, or spaces? _____ 6.) How much of a variance is being requested? <u>✓</u>	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>USE OF BLACK VINYL COATED</u> <u>CHAIN LINK ON A ESTATE LOT</u> <u>FENCE LINE AREA IS HEAVY</u> <u>WOODED</u>
-------------------	--	--

VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) How much of a variance is being requested? _____ Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
----------	--	---

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: Bernice Robertson

Date Sept 18 2013

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____ Date of Acceptance: _____ Date of Hearing: _____ ☐ Approved ☐ Denied ☐ Approved with Conditions
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SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below: Signature: <u>David E. Rant</u> Date of Acceptance: <u>09-18-13</u> Date of Public Hearing: <u>11-07-13</u>
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Variance Application
Revised 6/2008

*delayed due to Council meeting schedule

www.peachtree-city.org
Fax: 770-631-2552

2013-10-18-1456

9-18-13

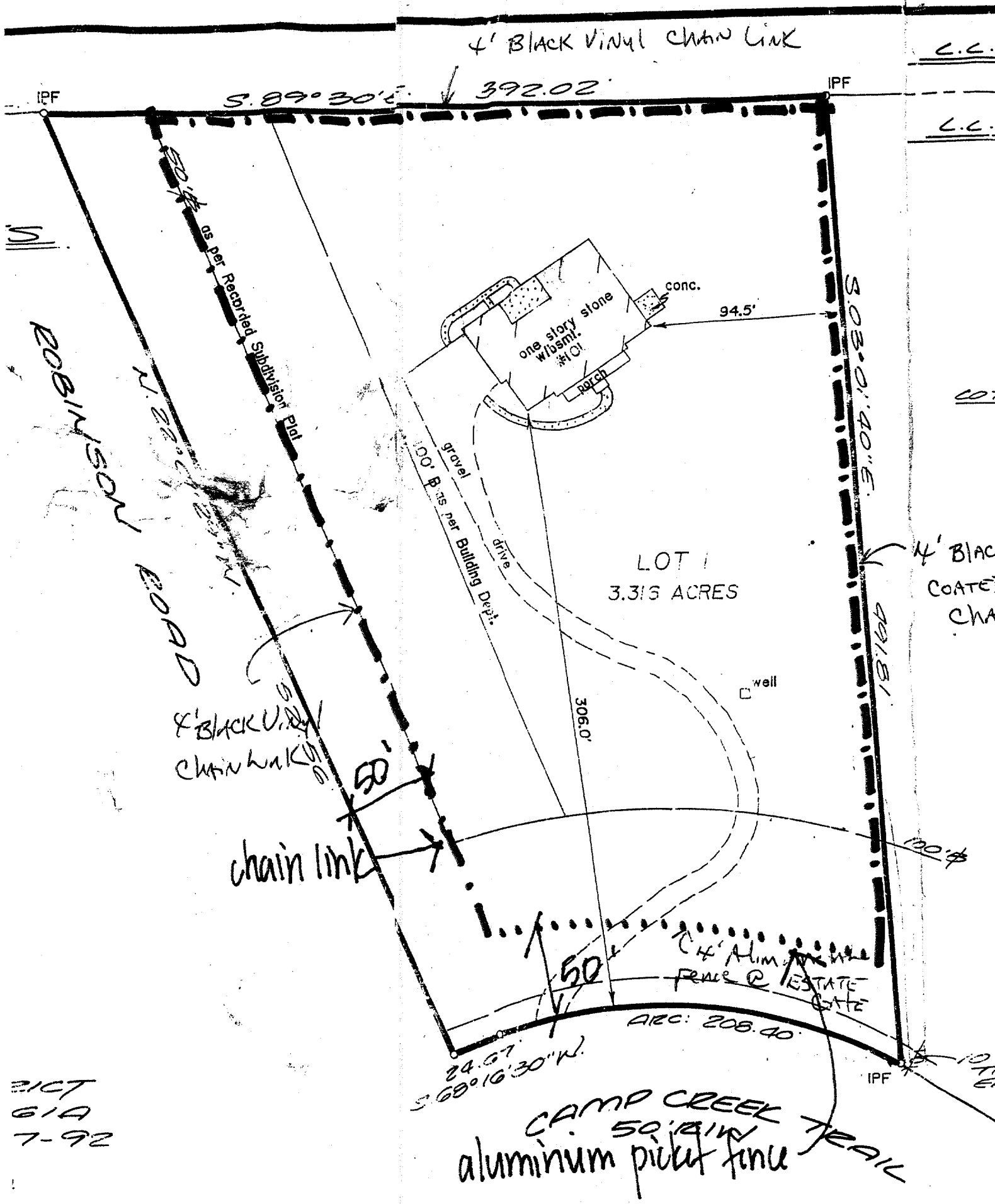
Asking For VARIANCE TO INSTALL FENCE.

INSTALLATION OF 4' BLACK VINYL CHAIN LINK
FENCE ALONG ROBINSON ROAD. FENCE TO BE
INSTALLED AT 50' BUILDING LINE SET BACK.

PROPERTY AT BUILDING LINE IN HEAVY WOODED.

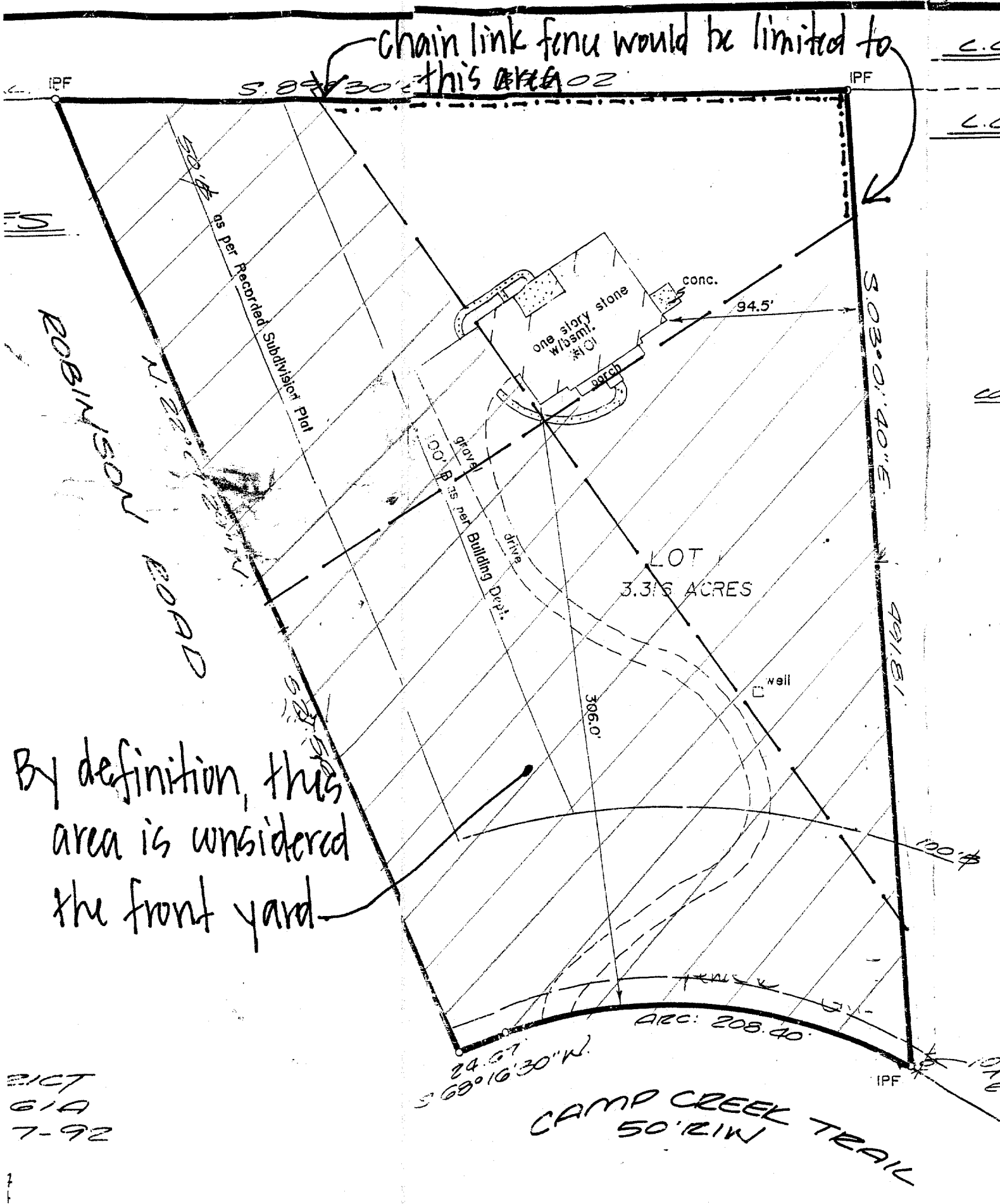
PLEASE REF. PHOTOS & PLAT PROVIDED.

Bernice Robertson



21CT
 61A
 7-92

CAMP CREEK
 50' R/W
 aluminium picket fence TRAIL



chain link fence would be limited to this area

By definition, this area is considered the front yard

ECT
61A
7-92

CAMP CREEK TRAIL
50' R/W

POSITION PAPER

Planning and Zoning Administrator
October 30, 2013

David 

Case number: V-2013-12

Applicant: Mr. and Mrs. Victor Sarrecchia
Property address: 1504 Fountain Glen Court
Lot 66, Wilshire Estates

Variance request: To extend an existing deck 7' into the 30' rear building setback.

Situation:

Mr. and Mrs. Victor Sarrecchia ("Applicant") own the property located at 1504 Fountain Glen Court within the Wilshire Estates subdivision. The subdivision is zoned R-12 Residential with an established rear building setback of 30'. The property is 0.32-acres and is located on a cul-de-sac.

The Building Permit for the home was issued on September 15, 2003. At the time the Building Permit was issued, it was noted that any extensions off the rear of the home could not extend into the 30' rear building setback without first securing a variance.

A deck was constructed off the main living area of the home as a part of the initial construction. The outside edge of the deck was constructed at an angle to avoid encroaching into the 30' rear building setback. The deck is 35' in length and extends between 5' and 12' from the edge of the home.

The Applicant desires to remove the existing deck and then construct a new deck off the rear of the home. The proposed deck would measure 35' in length and would extend 12' from the edge of the home. A portion of the new deck would extend 7' into the 30' rear building setback.

The Applicant is requesting a variance from Section 1001.4(i) of the city's Zoning Ordinance to permit this encroachment.

The variance application is included as Attachment "A".

Review criteria:

Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

Proposed Variance: V-2013-12

October 30, 2013

Page 2

- (a) **There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;**

Staff findings:

The subject lot is irregular in shape. The property is 48' in length along the front property boundary adjoining Fountain Glen Court. The rear property boundary is a total of 182' in length and consists of three line segments.

The home was located on the property to comply with applicable building setbacks. The deck was constructed to meet applicable setbacks. While the existing deck could be replaced in its present shape, it is not possible to "square off" the corner of the deck without securing a variance.

- (b) **The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;**

Staff findings:

The existing deck could be replaced in its present shape without securing a variance. The location of the home in relation to the rear building setback would prevent the deck from being expanded. The Applicant desires to "square off" the corner of the deck which would result in an overall increase of 123 SF. A rectangular deck would be consistent with many of the existing decks within the Wilshire Estates subdivision and within the R-12 zoning district.

The variance would apply to the deck encroachment only and would not allow any further encroachments into the rear building setback without first obtaining a variance.

- (c) **There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;**

Staff findings:

The subject tract is an irregular-shaped lot and is located on a cul-de-sac. The existing home extends from the front setback line to the rear building setback line. The rear property boundary consists of three line segments, and the rear building setback is measured from each line segment.

Proposed Variance: V-2013-12

October 30, 2013

Page 3

The rear edge of the existing deck was constructed at an angle to avoid encroaching into the rear building setback. The proposed deck cannot be constructed as proposed without a variance.

- (d) **The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and**

Staff findings:

The placement of the home on the lot in relation to the front and rear building setback lines resulted in the rear edge of the deck being constructed at an angle.

Many of the lots within the Wilshire Estates subdivision and throughout the R-12 zoning district are rectangular in shape which allows a square or rectangular-shaped deck off the rear of the home.

- (e) **The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.**

Staff findings:

The proposed deck would be visible from the adjoining properties only. Each of these property owners has provided a Letter of Support relative to the proposed variance. The Wilshire Estates Homeowner's Association has also provided a Letter of Support.

- (f) **The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.**

Staff findings:

The Comprehensive Plan encourages the protection of existing neighborhoods as well as redevelopment and reinvestment within these neighborhoods. The Applicant is proposing extensive renovations to the exterior of the home, which is consistent with the provisions of the comprehensive plan.

Recommendation:

Staff recommends that the variance from Section 1001.4(i) of the city's Zoning Ordinance be approved subject to the following understandings and conditions:

1. The variance shall be limited to an encroachment of no more than 7' into the rear building setback and shall apply to the proposed deck only. There shall be no additional encroachments permitted without first securing additional variances.

Proposed Variance: V-2013-12

October 30, 2013

Page 4

2. The Applicant shall provide an updated Foundation Survey identifying the exact location of the home and improvements as a part of the Building Permit process.
3. Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a revised Foundation Survey identifying the location of the new structure. The purpose of this survey is to ensure the new construction does not encroach any further into the building setback than permitted by this variance.

Attachments



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731

F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
Variance Fee: \$250.00

Receipt # 274239

Date Filed 10/22/13

Case # V-2013-11

Office Use Only

VARIANCE LOCATION	Street Address <u>1504 FOUNTAIN GLEN COURT</u> <u>PEACHTREE CITY GA 30269</u>	PROPERTY OWNER Name <u>Florence SARRECCHIA</u> Phone <u>678-983-2700, 678-983-2702</u> Email <u>sarrecchia@aol.com</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office Variance Type: ☐ Administrative ☐ Special Exception ☐ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☐ Zoning	
APPLICANT	Name <u>FLORENCE + VINCENT SARRECCHIA</u> Address <u>1504 FOUNTAIN GLEN COURT</u> City, State, Zip <u>PEACHTREE CITY, GA 30269</u> Phone # <u>678-983-2702</u> Email <u>Sarrecchia@aol.com</u>	PROPERTY INFO Subdivision: <u>WILSHIRE</u> Phase: <u>ENCLAVE</u> Lot # <u>66</u>
	SUPPORTING DOCUMENTS Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☒ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☒ Other Items Demonstrating Need (topo. Survey, etc)	

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) Does the application pertain to a zoning setback? ☐ Yes ☐ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) How long has the violation existed? _____ Years _____ Feet _____ Feet 7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____ _____ _____
-------------------------	--	---

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) Has property been rezoned or deed restrictions? ☐ Yes ☒ No 3.) Is the violation an existing setback violation? ☐ Yes ☒ No 4.) Application for a bldg setback, fence, or parking? (Circle One) _____ 5.) What is the required setback, height, or spaces? _____ 6.) How much of a variance is being requested? <u>7 Feet MAX</u>	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>TO REPLACE POORLY CONSTRUCTED</u> <u>DETERIORATING TRIANGULAR</u> <u>DECK WITH NEW COMPOSITE NORMAL</u> <u>RETANGULAR SHAPED DECK.</u>
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VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) How much of a variance is being requested? <u>7' MAX</u> Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☒ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>TRIANGULAR DECK to be replaced</u> <u>Variance 0 Feet to 7 Feet at MAX</u> <u>NO violation on current deck.</u>
----------	---	---

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: Florence Sarrecchia

Date 9/17/13

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____	☐ Approved ☐ Denied ☐ Approved with Conditions
Date of Acceptance: _____	Date of Hearing: _____	
SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below: Signature: <u>David E. Rant</u> Date of Acceptance: <u>09-17-13</u> Date of Public Hearing: <u>11-07-13</u>	

Variance Application
Revised 6/2008

* delayed due to council meeting schedule

www.peachtree-city.org

Fax: 770-631-2552

RECEIVED SEP 17 2013

1001.4(1)

20

Vincent and Florence Sarrecchia

1504 Fountain Glen Court

Peachtree City, Georgia

sarrecchiav@aol.com

1-678-983-2702

Site plan for deck and rear landscaping plan Survey

PLAT BOOK 37. PAGES 75-77

~~X~~ - FENCE



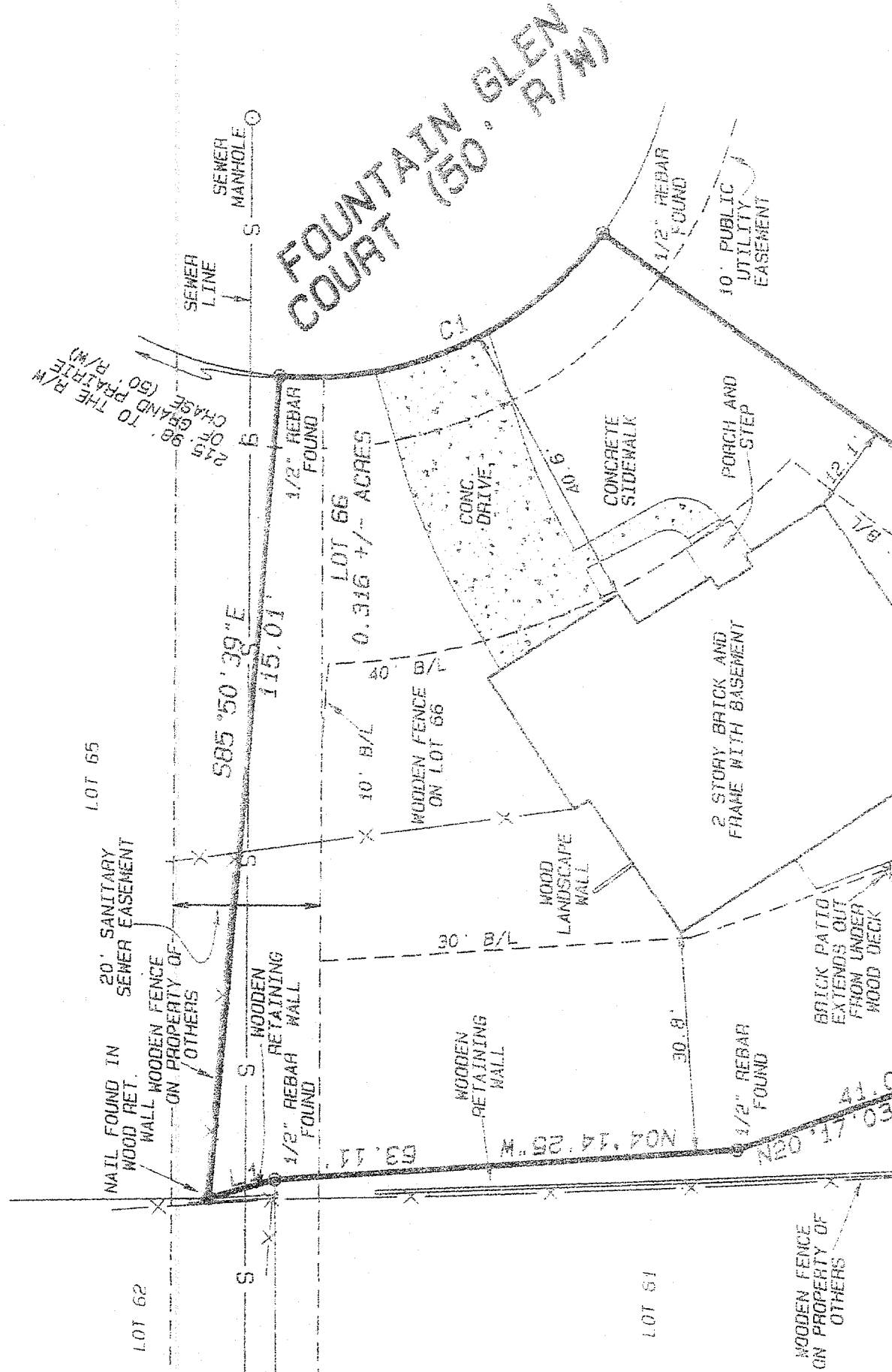
LOT 66

WILSHIRE ESTATE PHASE 3

PLAT BOOK 37, PAGES 75-77

LEGEND:
CONC. - CONCRETE
R/W - RIGHT-OF-WAY
B/L - BUILDING LINE
X - FENCE

NORTH BASED ON
SUBDIVISION PLAT
PLAT BOOK 37, PAGES 75-77



20' STORM DRAIN
EASEMENT PER
SUBDIVISION PLAT

1/2" REBAR
FOUND

WOOD DECK OVER
BRICK PATIO AND
BRICK WALL

STEPS

WOODEN FENCE
ON LOT 66

LOT 60

1/2" REBAR
FOUND



LINE	BEARING	DISTANCE
L1	N17°05'44"W	9.27'

LINE	ARC	CHORD BEARING	RADIUS	CHORD
L1	50.66'	S24°53'55"E	50.00'	48.52'

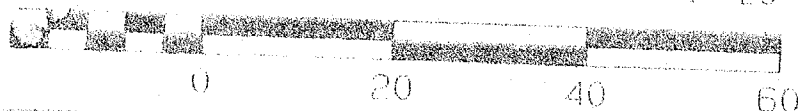
THIS PROPERTY IS SUBJECT TO ALL EASEMENTS,
RESTRICTIONS, AND RIGHTS-OF-WAY SHOWN OR
NOT SHOWN, RECORDED OR NOT RECORDED.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE
USE OF THE PERSON, PERSONS, OR ENTITY NAMED
HEREON. SAID PLAT DOES NOT EXTEND TO ANY
UNAMED PERSON, PERSONS OR ENTITY WITHOUT A
RECERTIFICATION BY THE SURVEYOR NAMING SAID
PERSON, PERSONS OR ENTITY.

CLOSURE DATA
FIELD CLOSURE = 1" : 10,000'
ANGLE POINT ERROR = < 10"
EQUIPMENT USED: P.D.M. & THEODOLITE
ADJUSTMENT METHOD: NONE
PLAT CLOSURE = 1" : 100,000'

IN MY OPINION, THIS PROPERTY DOES NOT
LIE WITHIN THE 100 YEAR FLOOD PLAIN AS
SHOWN ON THE FLOOD INSURANCE
RATE MAP, 13113C0131E & 13113C0133E
Dated: SEPTEMBER 28, 2008

GRAPHIC SCALE 1"=20'



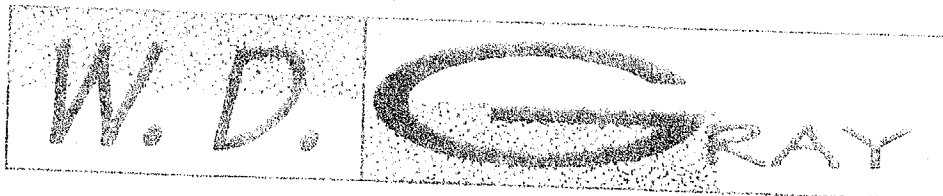
PREPARED FOR
FLORENCE SARRECCIA

AND LOT 29, 6TH DISTRICT
WAYETTE COUNTY, GA.

SCALE: 1" = 20'

DATE OF DRAWING: 07/06/10

DATE OF FIELD WORK: 07/02/10



AND ASSOCIATES, INC.

Land Surveyors - Planners

160 GREENCASTLE ROAD SUITE B TYRONE GA 30290

PH. 770-486-7552

Fax: 770-486-0456

Job No: 1006015

Vincent and Florence Sarrecchia

1504 Fountain Glen Court

Peachtree City, Georgia

sarrecchiav@aol.com

1-678-983-2702

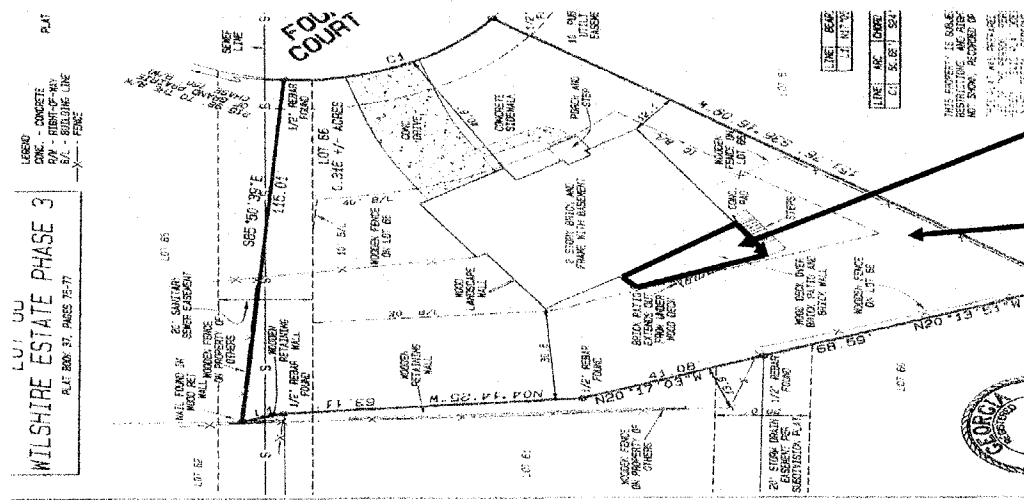
Detailed report justifying the requested variance

Peachtree City Variance Application-Supporting Documentation

Residential deck tear down and rebuild:
 August 20, 2013
 Owner of the property: Florence Sarrecchia
 Residents: Florence and Vincent Sarrecchia
 Address: 1504 Fountain Glen Court
 Subdivision: Wilshire, The Enclave
 Telephone: 678-983-2702
 Email: sarrecchiav@aol.com



Variance request: Homeowners have been improving their property and this year's improvement project is the rear deck and rear yard landscaping. The survey shows that the build line was the reason the original owner built a rectangle shaped deck. The variance request is to replace existing poorly constructed and deteriorating, triangular shaped, non aesthetically pleasing deck with a newly constructed deck by Backyard Structures made of composite material and in the normal rectangular shape.



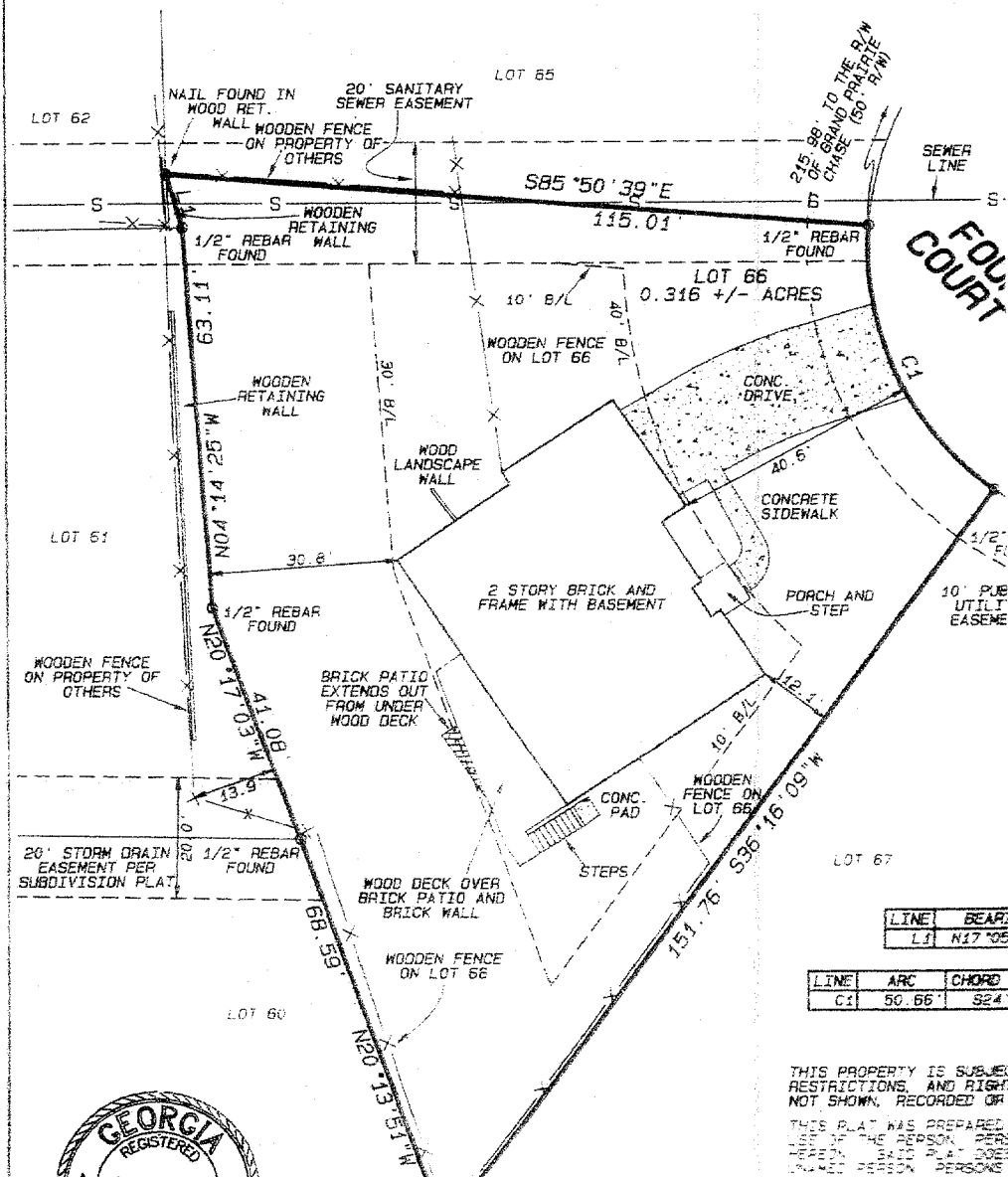
Triangular shaped deck

Build Line

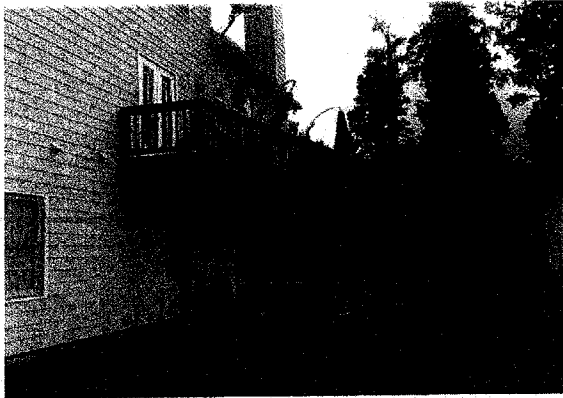
PLAT BOOK 37, PAGES 75-77

PLAT

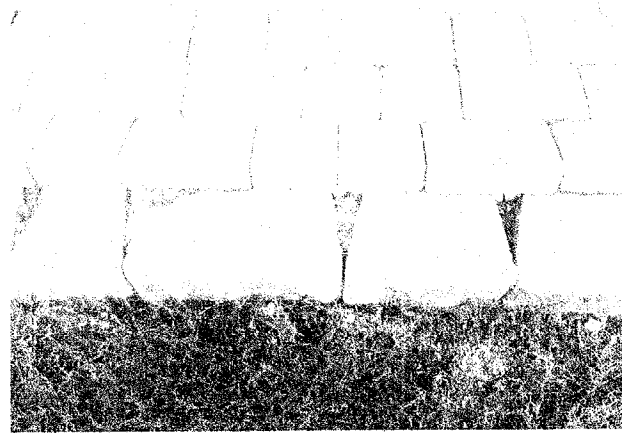
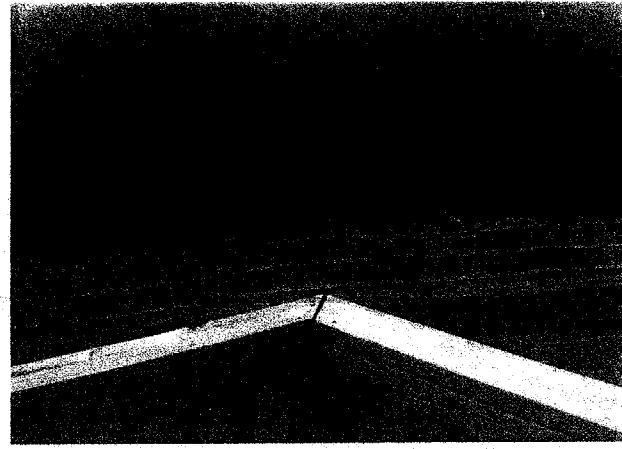
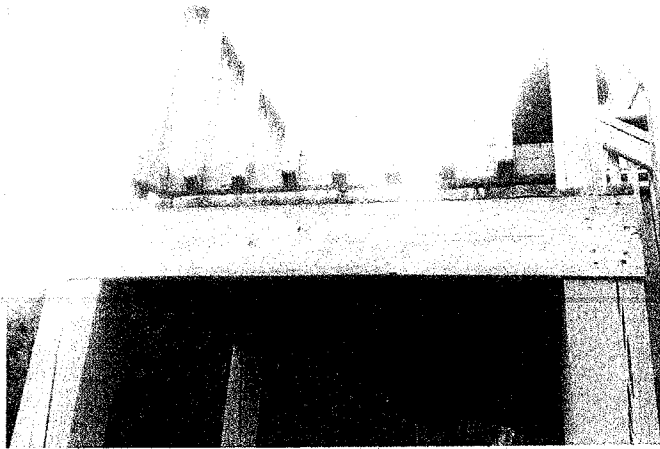
Survey: Lot 61



Pictures of the strange triangle shaped deck to be torn down.



Pictures of the poor construction and deterioration of the current deck

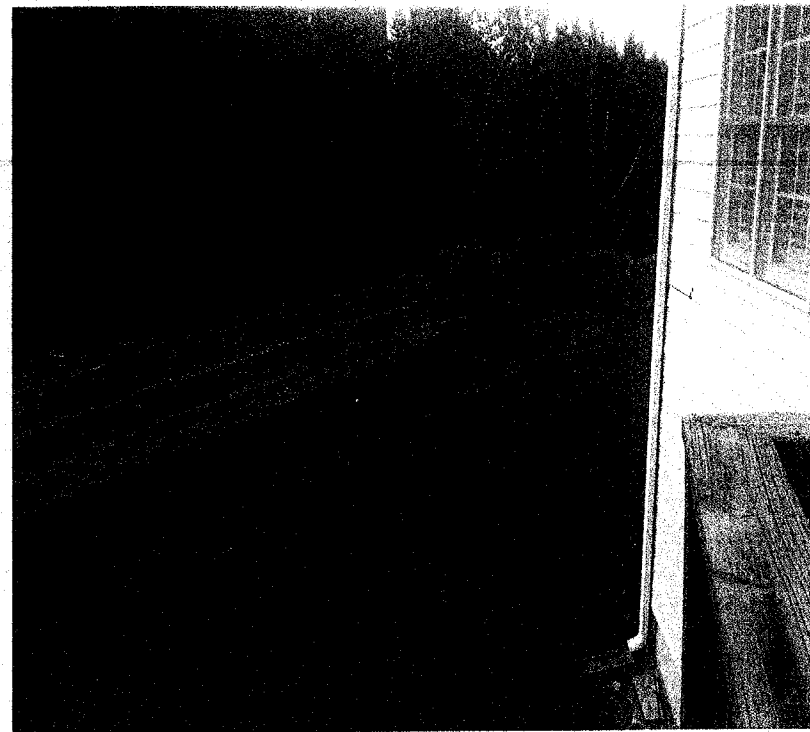


[illegible]

LANDSCAPE PLAN

0' 8" 16"
54.5' 17.8" x 1'-0"
SUSANNE DE SALES
105 DEPOSE
FRANCISCHINI CA
30169

What views will the new deck impact: The rear of 1504 Fountain Glen Court, Rear Neighbor Pine Hedge Row, and side view



Wilshire Estates Home Owners Association "HOA" Notice of Conditionally Approved Request for 1504 Fountain Glen Court

WILSHIRE ESTATES CA
1466 Northlake Drive, Suite 128
Atlanta, GA 30318-4220
Phone: 404-835-9100 Fax: 404-835-9200

NOTICE OF CONDITIONALLY APPROVED REQUEST

August 13, 2013

Florence Sarrecchia
1504 Fountain Glen Court

Peachtree City, GA 30269

Re: Architectural Submittal for 1504 Fountain Glen Court

Account #: 131570

Dear Homeowner,

Congratulations! Your Request for Architectural Change has been approved. Please note below any and all conditions which apply to this approval.

Specifically, you have approval to proceed with the following:

Tear down & rebuild rear deck, composite deck, lower screen, improve & redo rear landscape.

The Association has granted approval of your request conditional upon your adherence to the following requirements:

must be installed and completed as submitted.

This approval is also conditional on final inspection to verify the work performed matches the request you submitted and any required conditions. Please follow the plan as approved. Otherwise, submit an updated request form if you cannot follow the originally submitted plan and/or approval conditions.

You must follow all local building codes and setback requirements when making this change. A building permit may be required. This can be applied for at the local city/county office.

This approval is based only on the aesthetics of your proposed change. This approval should not be taken as any certification as to the construction worthiness or structural integrity of the change you propose. Be aware that you are responsible for contacting the appropriate utility companies before digging.

We appreciate your cooperation with the architectural review process. An attractive Community helps all of us get the full value from our homes when we decide to sell.

If you have any questions or if I may be of further assistance, please contact me.

Sincerely,

Community Management Associates, Inc.
Agent for WILSHIRE ESTATES CA

Kevin Fedenco
Property Manager
kfedenco@cmacommunities.com

Signed Approvals From Our Four Adjacent Neighbors

June 7, 2013
1504 Fountain Glen Ct.
Peachtree City, GA 30269-3062

Dear Neighbors,

We, the Sarrecchio family, are planning to make improvements to our backyard landscaping and decking that will visually enhance our property and make our deck more serviceable for our family. Presently, our deck is in poor condition due to use of low quality materials and age. Because the shape of the deck is so narrow at one end it makes the deck less usable for us. We would like to have a new structure built with upgraded material, an improvement in design and function, by making the deck into a rectangular shape which would add 6 feet on to the triangular end, which is presently only 4 feet wide and cannot be used.

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Florence and Vince Sarrecchio

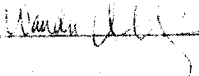
To Whom it may concern,

Florence and Vincent Sarrecchio, residing at 1504 Fountain Glen Ct in the Wilshire sub division have asked us for our signature of approval for them to engage Back Yard Structures, also of Peachtree City, to build a new deck on their property. The new deck plans would change the present structure, which is in poor condition, from a triangular shape to a more useable rectangular shape using upgraded material and a more esthetically pleasing design.

We, Wanda and Dean Aldinger, residing at 1624 Cascade Overlook, Wilshire Sub Division, PTC

do hereby give our signed agreement and approval for the petition for the required variance.

Signed and dated:



June 7, 2013
1504 Fountain Glen Ct.
Peachtree City, GA 30269-3062

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June 7, 2013
1504 Fountain Glen Ct.
Peachtree City, GA 30269-3062

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We, Jennifer and Glenn Martin, residing at 1502 Fountain Glen Ct, Wilshire Sub Division, PTC do hereby give our signed agreement and approval for the petition for the required variance.

Signed and dated:

JDMartin 7/6/2013

June 7, 2013
1504 Fountain Glen Ct.
Peachtree City, GA 30269-3062

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We, Carolyn and Rick Arbuckle, residing at 1506 Fountain Glen Ct, Wilshire Sub Division, PTC do hereby give our signed agreement and approval for the petition for the required variance.

Signed and dated:

Carolyn Arbuckle 6/23/13
Rick Arbuckle 6/23/13

Vincent and Florence Sarrecchia

1504 Fountain Glen Court

Peachtree City, Georgia

sarrecchiav@aol.com

1-678-983-2702

**Approvals of all 4 adjacent neighbors and the
homeowners association**

WILSHIRE ESTATES CA

1465 Northside Drive, Suite 128
Atlanta, GA 30318-4220
Phone: 404-835-9100 Fax: 404-835-9200

NOTICE OF CONDITIONALLY APPROVED REQUEST

August 13, 2013

**Florence Sarrecchia
1504 Fountain Glen Court**

Peachtree City, GA 30269

Re: Architectural Submittal for 1504 Fountain Glen Court

Account #: 131570

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If you have any questions or if I may be of further assistance, please contact me.

Sincerely,

Community Management Associates, Inc.
Agent for WILSHIRE ESTATES CA

Kevin Federico
Property Manager
kfederico@cmacommunities.com

June 7, 2013
1504 Fountain Glen Ct.
Peachtree City, GA 30269-3062

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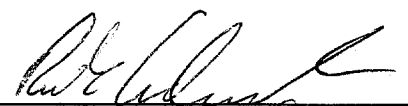
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We, Carolyn and Rick Arbuckle, residing at 1506 Fountain Glen Ct, Wilshire Sub Division, PTC

do hereby give our signed agreement and approval for the petition for the required variance.

Signed and dated:

 6/23/13

Carolyn Arbuckle 6/23/13

June 7, 2013
1504 Fountain Glen Ct.
Peachtree City, GA 30269-3062

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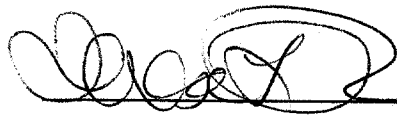
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Signed and dated:

 Ulysses Flowers 6/23/13

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Peachtree City, GA 30269-3062

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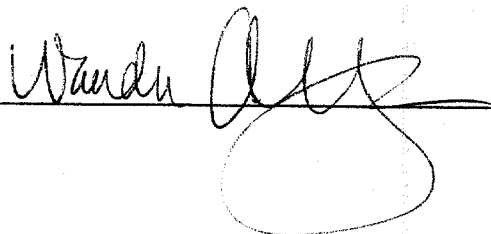
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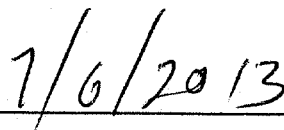
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Vincent and Florence Sarrecchia

1504 Fountain Glen Court

Peachtree City, Georgia

sarrecchiav@aol.com

1-678-983-2702

Digital photograhs





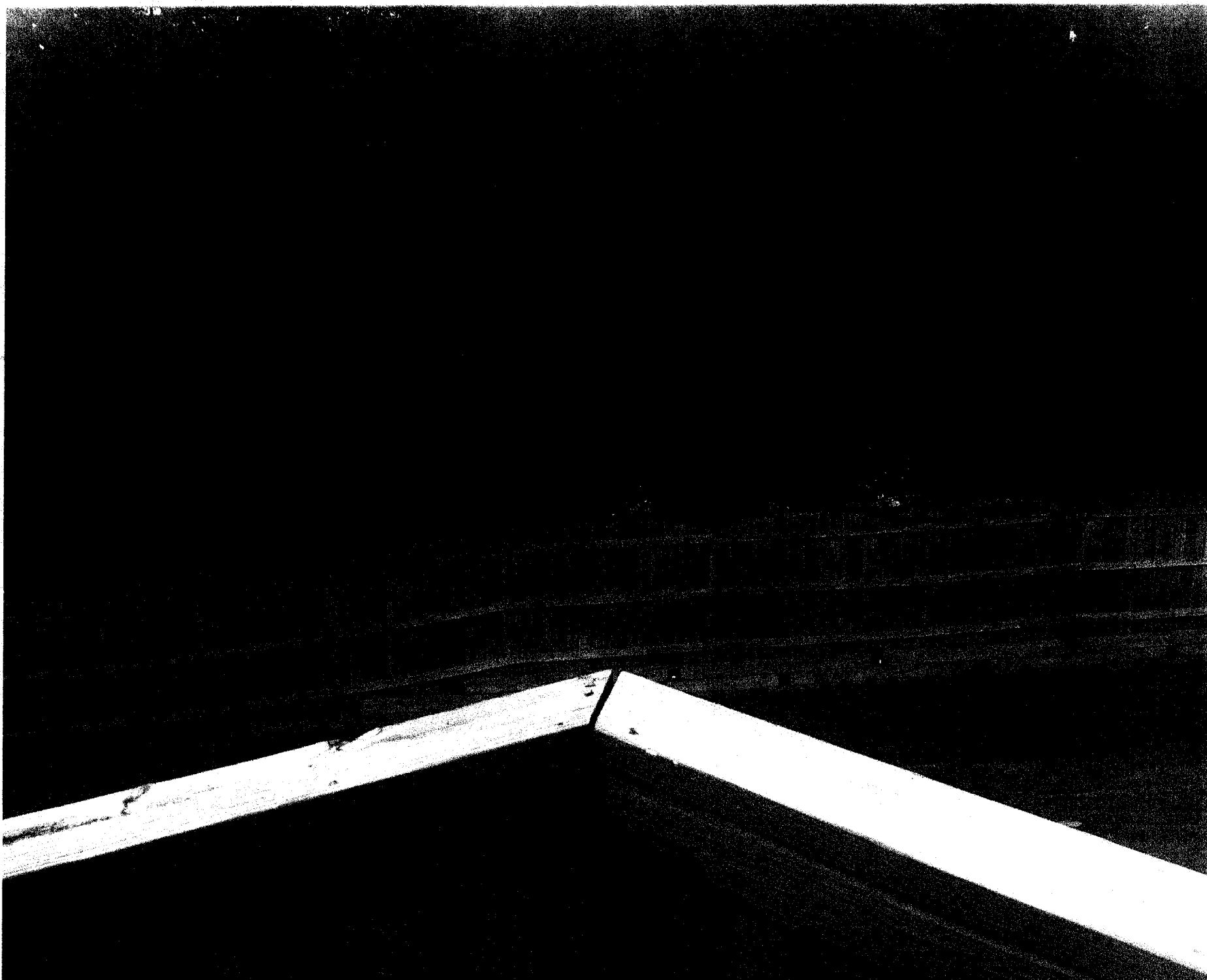












Vincent Sarrecchia

1504 Fountain Glen Court

Peachtree City, Georgia

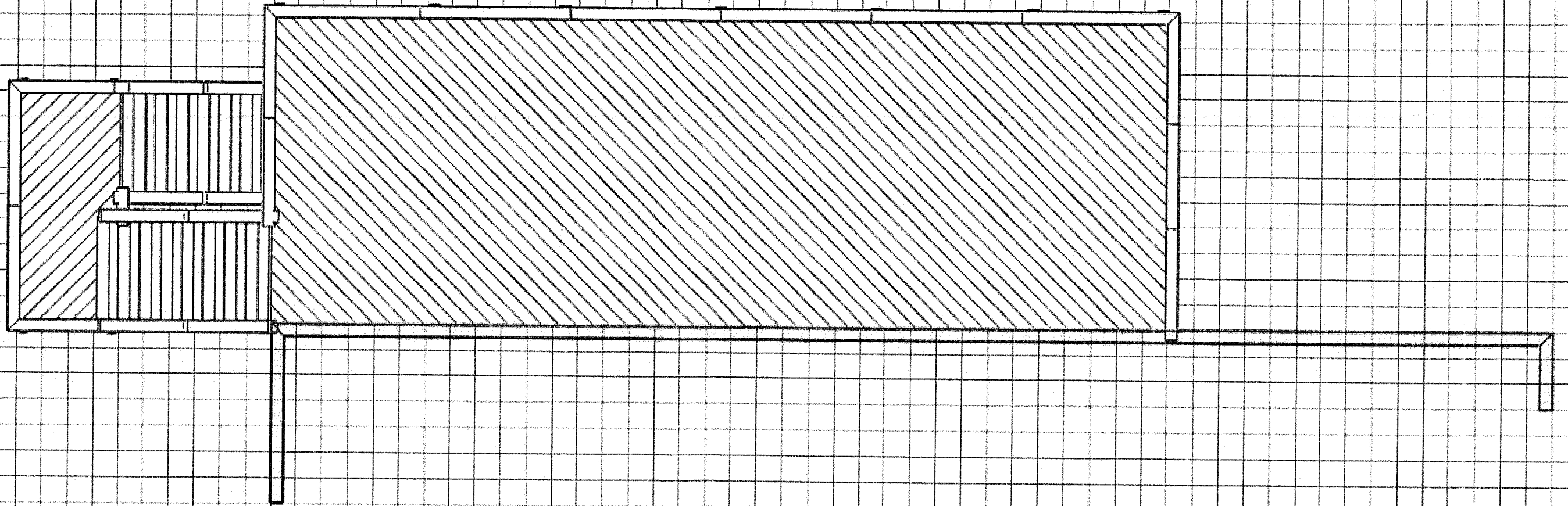
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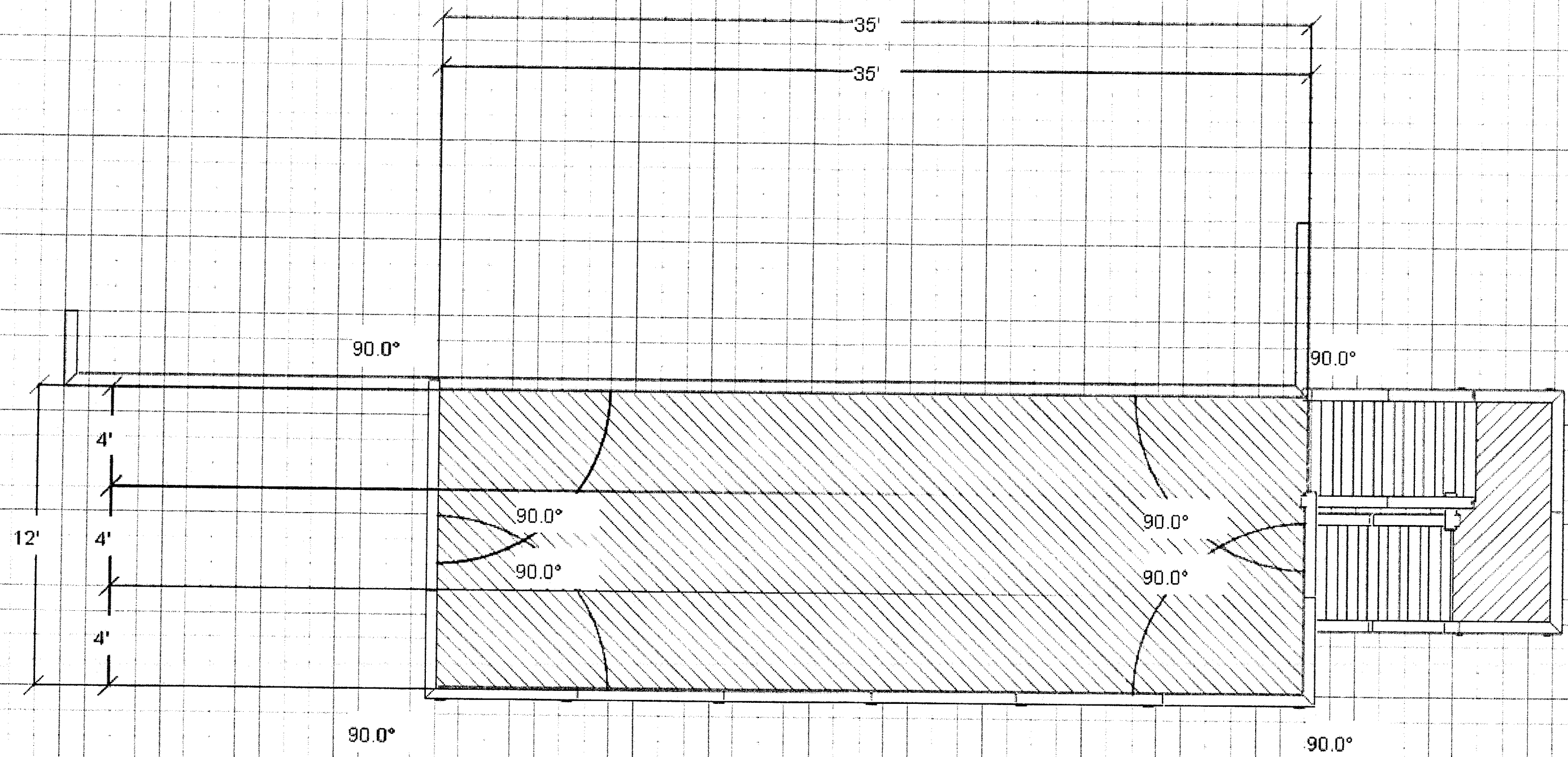
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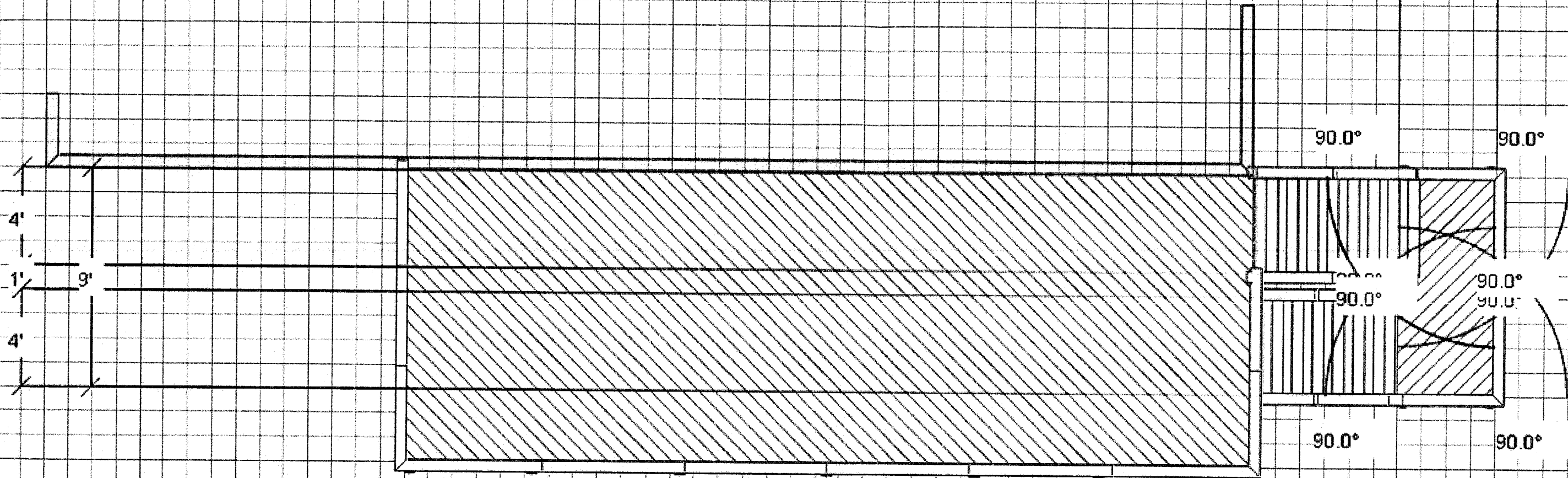
Deck Drawings and plans from Backyard Structures, 110 Mandy Ct.

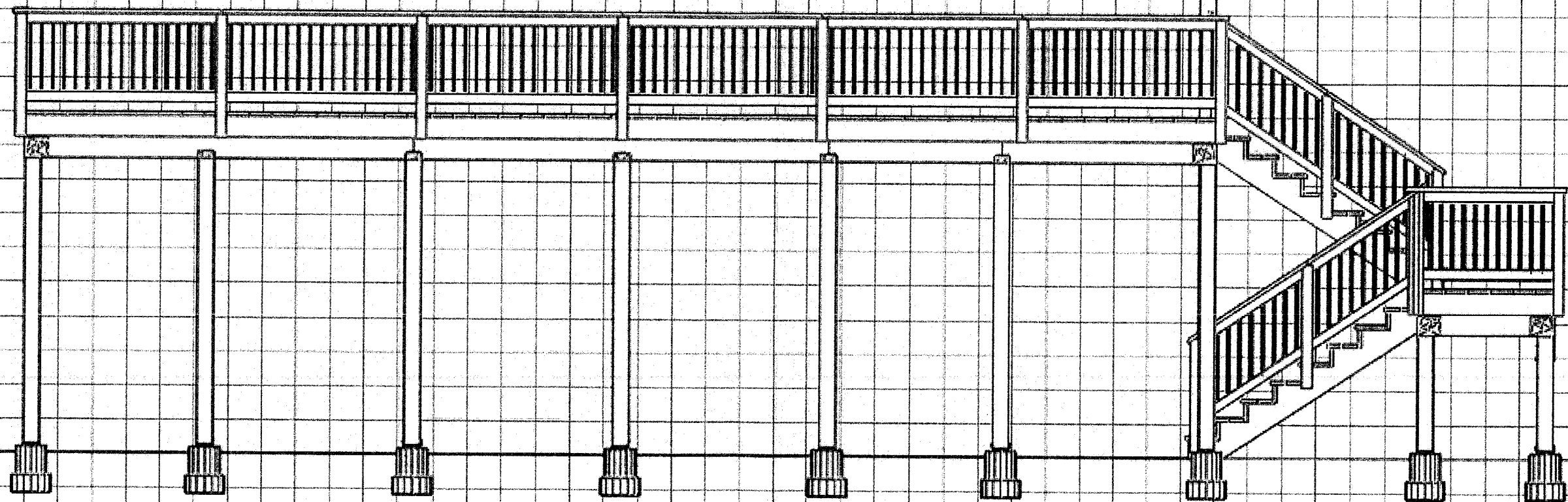
Fayetteville, Georgia. This is the contractor who will build the deck.

1' SCALE

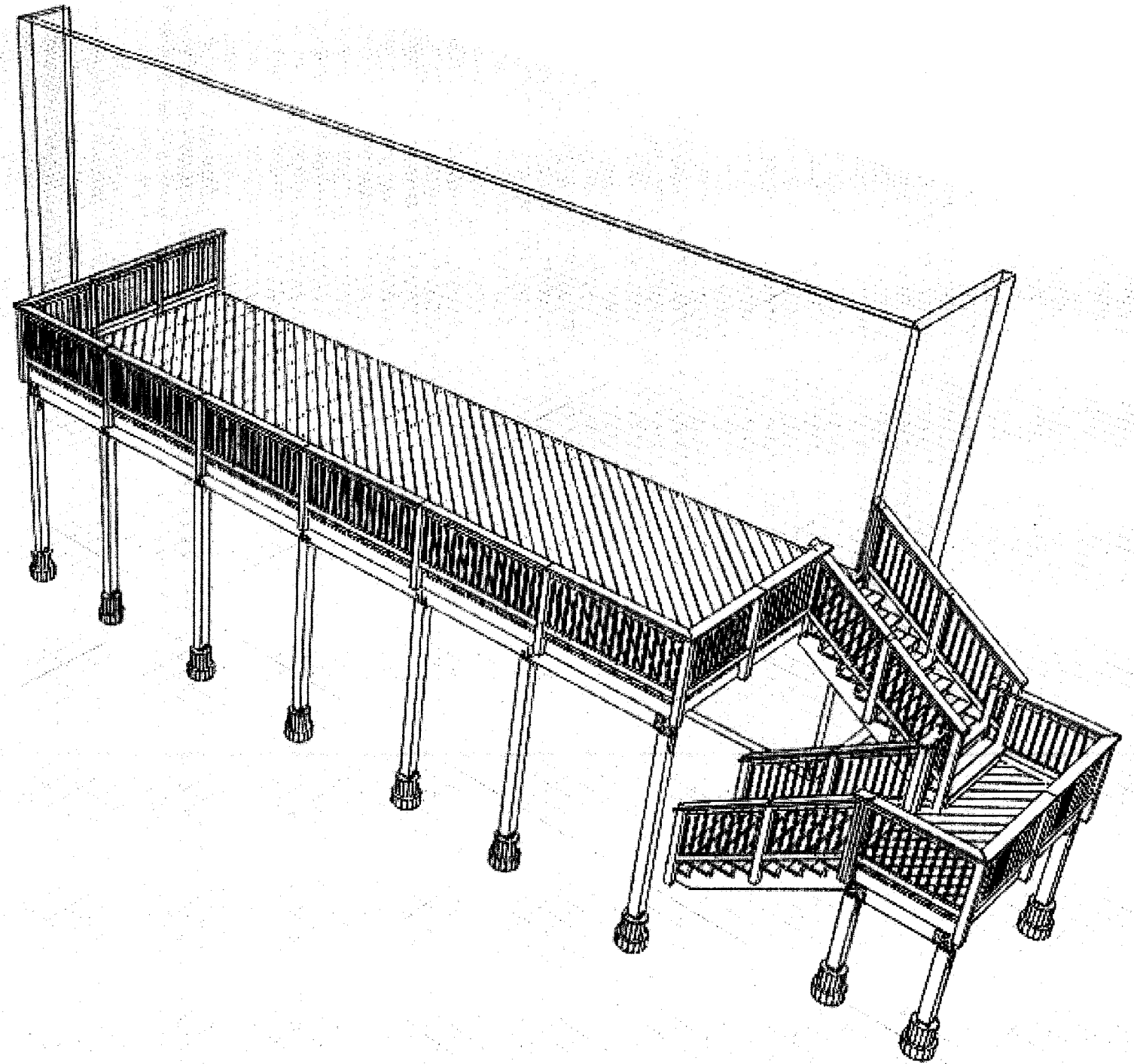






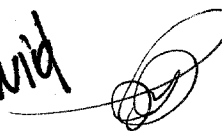


SCALE 1/4"



POSITION PAPER

Planning and Zoning Administrator
November 1, 2013

David 

Case number: V-2013-10

Applicant: Mr. and Mrs. David Burnett
Property address: 130 North Cove Drive
Lot 29, North Cove

Variance request: To permit an encroachment of 4' into the no impervious buffer to accommodate the construction of a swimming pool and associated pool wall.

Situation:

Mr. and Mrs. David Burnett ("Applicant") own the property located at 130 North Cove Drive within the North Cove subdivision. The Applicant desires to construct a swimming pool and other improvements within the rear yard off the walk-out basement level of their home.

The subject tract is 17,153 SF (0.39 acres) in size and includes 63 LF of frontage on Lake Kedron. As such, the property is subject to the city's Watershed Protection Buffer Ordinance.

Section 1004(b)(4) a. states "An undisturbed natural buffer area shall be maintained for a distance of 100 feet as measured from the normal pool elevation or the stream banks. Utilities shall not be located within this buffer if they can feasibly be located outside this area. All disturbances of this buffer require prior approval by the city."

Section 1004(b)(4)b. states "Impervious surfaces are prohibited within 150 feet of the normal pool elevation or the stream bank. This prohibition includes septic tanks, septic tank drain fields, and new paved paths."

The landscape plan for the proposed pool indicates the pool wall would extend 4' into the 50' no impervious buffer. The pool wall would be a poured, solid concrete wall, as would the floor of the pool.

The Applicant is requesting a variance of 4' from Section 1004(b)(4)b. of the Watershed Protection Buffer Ordinance to permit this encroachment.

The variance application is included as Attachment "A".

Proposed Variance: V-2013-10

November 1, 2013

Page 2

Review criteria:

Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

- (a) **There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;**

Staff findings:

There are no special circumstances applicable to the property other than the undisturbed and no impervious buffers associated with the Watershed Protection Buffer ordinance.

The subject lot is rectangular in shape and has frontage on North Cove Drive and Telfair Park. The home is located approximately 20' from the back-of-curb of North Cove Drive. The rear property line abuts Lake Kedron and includes a 100'-wide undisturbed buffer and a 50'-wide no impervious buffer. A 20' sanitary sewer easement traverses the property and is located within the undisturbed buffer.

The lawn area behind the home is flat and extends approximately 25' from the edge of the home. The property then begins to slope gradually towards the lake with a mix of hardwoods, pines and understory vegetation.

- (b) **The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;**

Staff findings:

The strict or literal interpretation and application of this ordinance would prevent the Applicant from improving the property as proposed.

The city has permitted retaining walls, concrete pavers and other improvements within the no impervious buffer as long as they were designed to allow water to infiltrate the ground. However, the pool wall by design would be a poured, solid concrete structure with a solid concrete base. Water would enter the pool, but would not infiltrate the ground.

- (c) **There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not**

Proposed Variance: V-2013-10

November 1, 2013

Page 3

apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;

Staff findings:

There are no exceptional circumstances or conditions applicable to the property, other than the watershed protection buffers. Those buffers are applicable to all lots that abut Lake Kedron.

The lawn area behind the home is flat and extends approximately 25' from the edge of the home. It is possible to reduce the size of the proposed pool, which could then fit within the available developable area without encroaching into the no impervious buffer or without the need for a variance.

- (d) The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and**

Staff findings:

The city has granted variances for encroachments into the no impervious buffer. However, in each of those cases, there were demonstrated hardships based on the location of the home in proximity to the buffer, and the shape and/ or topography of the developable portion of the lot.

In this particular case the rear yard is rectangular in shape and the no impervious buffer is located approximately 25' from the rear wall of the home. There is a substantial amount of space to improve the backyard without the need for a variance.

- (e) The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.**

Staff findings:

The Applicant is proposing significant enhancements to the rear of the property and has indicated they have the support from the adjoining property owners and the Homeowner's Association contingent on approval of the variance by City Council.

North Cove is a unique community and many of the property owners have enhanced the outside living areas of their homes. The improvements being proposed will not only enhance the property but the overall neighborhood as well.

- (f) The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.**

Proposed Variance: V-2013-10

November 1, 2013

Page 4

Staff findings:

Granting the variance would support the findings of the Comprehensive Plan, which encourages the protection of the character of existing neighborhoods as well as redevelopment and reinvestment within these neighborhoods. The Applicant is proposing to enhance their property, as well as the overall subdivision, with these improvements.

Options:

In accordance with Section 1202 of the Zoning Ordinance, variances shall only be granted upon showing that:

- a) Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or
- b) The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would create an unnecessary hardship for the owner while causing no detriment to the public.

Recommendation:

While Staff supports the Applicant and their willingness to improve and enhance their property, we do not recommend that the variance be approved. It is our position the proposed enhancements can be reduced slightly in scope and still achieve the desired effect without encroaching into the no impervious buffer or without the need for a variance.

Attachments



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731

F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00
Variance Fee: \$250.00

Receipt # 273811
Date Filed 10/22/13
Case # V-2013-10
Office Use Only

VARIANCE LOCATION	Street Address <u>130 North Cove Dr</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>David Burnett</u> Phone <u>770-527-1627</u> Email <u>davidburnett@bellsouth.net</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial/Industrial/Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☐ Zoning	PROPERTY INFO	Subdivision: <u>North Cove</u> Phase: <u>1</u> Lot # <u>29</u>
APPLICANT	Name <u>Innovative Pool & Spa</u> Address <u>501 Hwy 74 N. 3</u> City, State, Zip <u>Peachtree City, 30269</u> Phone # <u>770-487-9618</u> Email <u>info@innovativepoolandspa.com</u>	SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☐ A detailed report justifying the requested variance ☐ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☐ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) Does the application pertain to a zoning setback? ☐ Yes ☐ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) How long has the violation existed? _____ Years 5.) What is the required setback? _____ Feet 6.) How much of a variance is being requested? _____ Feet 7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
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SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) Application for a bldg setback, fence, or parking? (Circle One) 5.) What is the required setback, height, or spaces? 6.) How much of a variance is being requested?	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
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VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) How much of a variance is being requested? <u>320.9</u> Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>To install a 19x40 Gunite Pool</u> <u>New sitting area with Stone Fireplace</u> <u>N/A</u>
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I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: David E. Bart

Date 9/9/13

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____ Date of Acceptance: _____ Date of Hearing: _____ ☐ Approved ☐ Denied ☐ Approved with Conditions
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SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below: Signature: <u>David E. Bart</u> Date of Acceptance: <u>10-17-13</u> Date of Public Hearing: <u>11-07-13</u>
---	--

Variance Application
Revised 5/2008

*rev. plan / HOA approval rec'd. 10-17-13

www.peachtree-city.org
Fax: 770-631-2552

\$ 250.00

RECEIVED SEP 9 - 2013



Builder Request:
Innovative Pool and Spa
501 Hwy. 74 N.
Peachtree City, GA 30269

Variance Request Narrative
Requestor: David Burnett
130 North Cove Drive
Peachtree City, GA 30269

Dear Peachtree City Planning and Zoning Board:

On behalf of David Burnett owner of Lot 29 located at 130 North Cove Peachtree City, GA 30269 in the North Cove Subdivision. With all due respect Mr. David Burnett is requesting the grant of 6 feet into the existing 50' Buffer located on the for placement of 19x 36 x 40 Infinity Edge Swimming Pool Mr. David Burnett intends to install upon approval of the variance request.

Mr. Burnett has meet on several different officials within in the Peachtree City Planning and Zoning Department, Peachtree City Water and Sewage Authority as well has conducted several meeting with his HOA. Based on the meeting with his HOA they have requested he scale back the plan to which he has taken into consideration and accepted but it is still his desire to move forward and seek the Variance additional 6 feet into the 50' Buffer. Listed below is the project narrative with the Variance request and overview listed in bold:

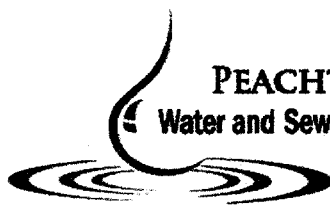
Contratcor will:

- Gravel construction entrance on per code east side of property.
- Install of 140' of #3 C-POP silt fence which will secure the disturbed land preventing any run off issues to undisturbed property.
- **Dig and construct a 19x40 gunite pool with infinity edge which will require an additional 6' into the 50' Buffer on the property this part of the project requires the variance approval.**
- Install Pool flagstone deck pavers using 2" inch travertine stone.
- Install 8ft engineered block/Stucco wall on the right side of the property line setback 4' inside property line.
- Install 8ft engineered Poured Concrete wall on east and west side setback 4' inside property line.

- Install new second story deck with pressure treated wood on back side of home.
- Install 6" Drainage to remove gutter downspouts and area drain in pool decking.
- Install new steel spiral staircase from second story deck to pool deck.
- Install 8'h x 10'w x 20'l Pergola pressure treated framing per code.
- Install 4 back metal steel fence per code south end of property line to secure pool barrier.
- Install 100' of 2' gas line to supply 400,000 BTU heater for 19 x 40 Gunitite pool.

Please see this as the official narrative request summary for any additional questions or concerns please contact me at 770-527-3211 or via email at eric@innovativepoolandspa.com please cc: all email communications to leslie@innovativepoolandspa.com as well. Thanking you in advance for your valuable time and consideration for this Variance request.

Eric Brooks
Innovative Pool and Spa
770-487-9618



PEACHTREE CITY
Water and Sewerage Authority

www.pcwasa.org

1127 Highway 74 South
Peachtree City, GA 30269
Phone: 770-487-7993 • FAX: 770-631-5388

September 9, 2013

David Burnett
130 North Cove Dr.
Peachtree City, GA 30269

RE: Encroachment into existing sanitary sewer easement

Dear Mr. Burnett,

It was a pleasure to meet with you last Thursday at your residence to discuss the existing sanitary sewer line and easement that runs through your property. As was discussed during that time let me explain the conditions of the easement and your proposed construction.

The Authority cannot allow permanent structures to be placed or constructed inside of the 20' Sanitary Sewer Easement (SSE). The exceptions that could be considered are patios, either concrete or manufactured stone, landscape vegetation, and or privacy fences. As to your request for a small wall that will encroach in the easement at the north-west corner of your project, it does not appear that such a wall will pose much of an issue provided that the construction dose not exceed the discussed proposal.

Your request to place fill at or inside of the easement would also be acceptable as any additional fill will not have any effect on the operations of the existing sanitary sewer line. Finally your proposal to construct additional structure outside of the easement, but in close proximity are not in my ability to approve or deny.

Please contact me if you have any question.

Sincerely

Nathan B. Brooks, CPII
Construction Coordinator
Peachtree City Water and Sewerage Authority

6" OFF PROPERTY
LINE. OWNER WILL
LANDSCAPE BACK
OF WALL AS PER HOA

POOL AND POOL DECK
TO BE AT SAME ELEVATION
AS EXISTING LOWER
CONCRETE PATIO

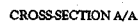
SILT FENCE
PER CODE

3' DIA IN PIPE.
BACK OF POOL
WILL BE LANDSCAPED
PER HOA

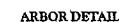
17,153
SQ. FT.

20' Drainage Easement
158.47

Tellair Pkwy



Scale: 1" = 1'

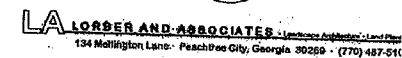
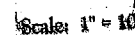


- This plan represents a pool design and landscape features developed by Innovative Pc Spa but drawn by Lorber & Associates, Inc.
- The Landscape Design was drawn by Lorber & Associates, Inc. and is subject to minor field adjustments after the pool and landscape features are constructed.
- The Site Plan indicates that the pool encroaches the 50' buffer zone by 4' at its maximum point. All other landscape features in the buffer zone are previous.
- The arbor detail may have minor design changes but final approval are subject to review the North Cove HOA and the city of Peachtree City.



Builder: Eric Brooks License NO: RBI000578

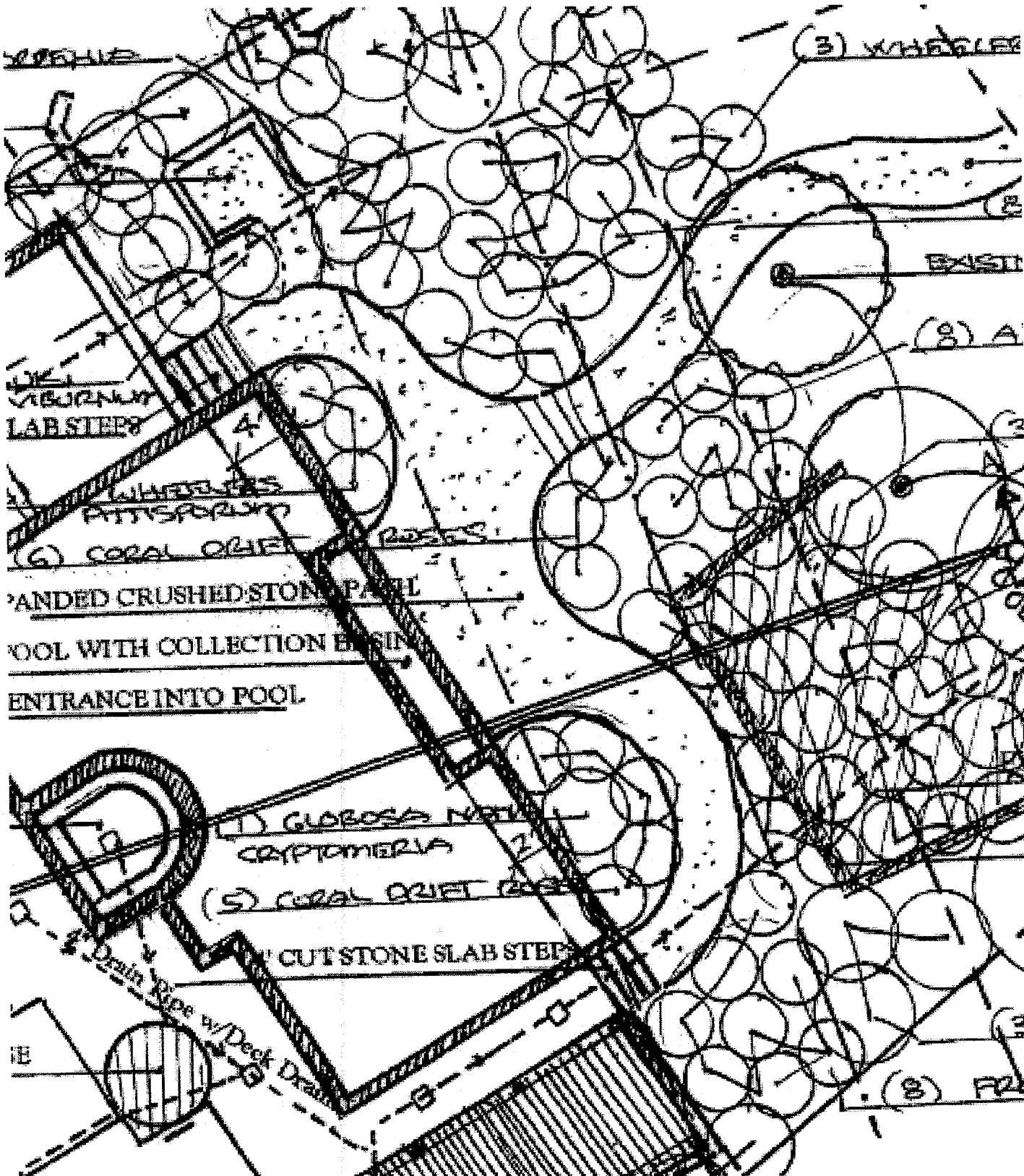
501 Hwy. 74 N. Peachtree City, GA 30269
770-487-9618



PLANT LIST			
QTY	PLANT NAME	SIZE	REMARKS
	SCREENING TREES:		
3	GREEN GIANT ARBORVITAE	8-10' HT.	
18	EMERALD ARBORVITAE	8-10' HT.	4" O.C.
7	CHERRY LAUREL	6-8' HT.	
	SPECIMEN SHRUBS:		
2	SPARTAN JUNIPER	6-8' HT.	
7	AWABUK VIBURNUM	15 GAL.	
1	GLOBOSA NANA CRYPTOMERIA	10 GAL.	
	SHRUBS:		
13	FROST PROOF GARDENIA	3 GAL.	
	PURPLE DIAMOND LOROPETALUM	3 GAL.	
6	"HOT FLASH" CAMELLIA	15 GAL.	
18	AUTUMN EMBERS AZALEA	3 GAL.	
6	WHEELERS HITTOSPORUM	3 GAL.	
10	"MAGNIF GRASP" ADELIA	3 GAL.	
	"CORAL LIGHT" ROSE	3 GAL.	

POOL DESIGN AND LANDSCAPE PLAN
FOR THE
BURNETT RESIDENCE

130 North Cove



VIEWING LAB STEPS

(3) WHETLER

EAST

(8) A

VIEWING LAB STEPS

(4) WHETLER'S PITTSPORUM

(6) CORAL OUFET

PANDER CRUSHED STONE PAVIL

POOL WITH COLLECTION BASIN

ENTRANCE INTO POOL

(1) GLOBOSA NATAL CRYPOTOMERIA

(5) CORAL OUFET

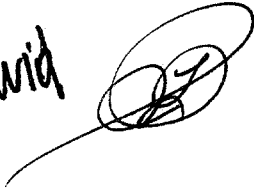
CUT STONE SLAB STEPS

Drain Pipe w/ Deck Drain

(8) F2

POSITION PAPER

Planning and Zoning Administrator
October 31, 2013

David 

Case number: V-2013-13

Applicant: Gerresheimer (USA) L.P.
Property address: 640 Highway 74 South

Variance request: To construct a portion of a new access drive within the 40' tree save and landscape buffer adjacent to Highway 74 South.

Situation:

Gerresheimer has submitted plans for an expansion of their existing facility located at 650 Highway 74 South. The development will include a 67,864 SF manufacturing building, improvements to internal circulation and parking areas, and the construction of a new parking area.

The city's transportation plan classifies Highway 74 South as an arterial highway. Section 723(c)(4) of the Buffer Standards for Major Thoroughfares ordinance requires no less than a 40'-wide tree save and landscape buffer adjacent to Highway 74.

A portion of a proposed internal access drive would encroach approximately 8' into the required tree save and landscape buffer. The area where the encroachment would occur is void of vegetation. The encroachment has been minimized as much as possible and is necessary to construct the internal drive while avoiding the corner of an existing office building on the overall campus.

The Applicant is requesting a variance from Section 723(c)(4) of the Buffer Standards for Major Thoroughfares ordinance to permit this encroachment.

A copy of the variance application and supporting documentation is included as Attachment "A".

Review criteria:

Based on the review criteria established within Section 1207 of the city's Zoning Ordinance, City Council shall not grant the request unless all of the following findings can be made:

- (a) **There are special circumstances applicable to the property, including location, shape, size, surroundings, or topography so that the strict application of this ordinance denies the property of privileges enjoyed by other property in the vicinity and under identical zoning district classification;**

Proposed Variance: V-2013-13

October 31, 2013

Page 2

Staff findings:

Prior to the start of the Highway 74 South road-widening project, the Georgia Department of Transportation (GDOT) acquired a strip of land approximately 50' in width along the entire frontage of the former Wilden Plastics tract. The corner of the office building was initially located approximately 130' from the property line. Following the GDOT land acquisition, the corner of the office building was located 80' from the property line.

In order to construct the internal access drive connecting the main entrance to the new parking area, a portion of the access drive would encroach 8' into the 40' tree save and landscape buffer.

- (b) The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;**

Staff findings:

The internal access drive is necessary to provide access from the main entrance to the new parking area. The additional parking is necessary to comply with the city's parking ordinance and to accommodate the needs of the new manufacturing facility.

- (c) There are exceptional or extraordinary circumstances or conditions applicable to the property involved or the intended development of the property which preclude the applicant from complying with this ordinance and that do not apply generally to other property in the same zoning district and which prevent the applicant from complying with existing regulations;**

Staff findings:

The property frontage was reduced by 50' to accommodate the Highway 74 road widening project. The property frontage was reduced by 50' to accommodate the Highway 74 road widening project, which shifted the property line closer towards an existing office building. The location of the office building in relation to the relocated property line would prevent the internal access drive from being constructed without encroaching into the tree save and landscape buffer. The proposed parking area would have no access without the internal drive connection.

Proposed Variance: V-2013-13

October 31, 2013

Page 3

- (d) **The granting of such variance will not constitute the granting of special privileges inconsistent with the limitations on other property in the same zoning district; and**

Staff findings:

The variance would be limited to the area necessary to accommodate the internal access drive only and would not extend across the entire property frontage. The variance is necessary solely to accommodate the new access drive. There are few, if any, similar situations within the G1 zoning district.

- (e) **The granting of such variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located.**

Staff findings

The conceptual site plan, including the new parking area and internal access drive, was unanimously approved by the Planning Commission at their meeting on March 11, 2013, with the condition that "should the variance be approved, the tree replacement requirements shall be increased by no less than 25% within the remaining tree save and landscape buffer adjoining the parking encroachment."

The approval of the conceptual site plan and the requirement for additional vegetation recognized the need for the encroachment as well as the need for additional plant material in this area to re-vegetate the tree save and landscape buffer.

- (f) **The granting of such variance will not create inconsistencies with any objective of the Comprehensive Plan.**

Staff findings:

The Comprehensive Plan encourages the enhancement and revitalization of existing industrial sites within the city while preserving the aesthetics of the buffers adjacent to the major arterials.

Options:

In accordance with Section 1202 of the Zoning Ordinance, variances shall only be granted upon showing that:

- a) Relief, if granted, would be in harmony with, or could be made to be in harmony with, the general purpose and intent of the zoning ordinance; or
- b) The application of the particular provision of the zoning ordinance to a particular piece of property, due to extraordinary and exceptional conditions pertaining to that property because of its size, shape, or topography, would

Proposed Variance: V-2013-13

October 31, 2013

Page 4

create an unnecessary hardship for the owner while causing no detriment to the public.

Recommendation:

Based on the analysis and findings presented herein, and without the benefit of considering additional evidence that may be presented at the Public Hearing, Staff recommends that City Council grant a variance from Section 723(c)(4) of the Buffer Standards for Major Thoroughfares ordinance for the property located at 650 Highway 74 South subject to the following understandings and conditions:

1. *The variance shall be granted specifically for the encroachment into the tree save and landscape buffer as identified on the Site Development Plans for Gerresheimer Peachtree (USA) Production and Clean Room Expansion prepared by Paragon Consulting Group (last revised September 4, 2013).*
2. *The variance shall apply to the encroachment shown on these plans only. Any further encroachments or disturbance within the tree save and landscape buffer shall require an additional variance.*
3. *The landscape plan for the development shall reflect the additional plant material as required by the Planning Commission in their approval of the conceptual site plan on March 11, 2013.*



Please use blue or black ink to fill out this form.

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 274744

Date Filed 10/22/13

Case # V-2013-13

Office Use Only

VARIANCE LOCATION	Street Address <u>650 HWY 74 SOUTH</u> <u>PEACHTREE CITY, GA 30269</u>	PROPERTY OWNER	Name <u>GERDESHEIMER (USA) LP</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial/Industrial/Office Variance Type: ☐ Administrative ☒ Special Exception ☐ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☐ Zoning		Phone <u>770-631-4939</u>
APPLICANT	Name <u>GERDESHEIMER (USA) L.P.</u>	PROPERTY INFO	Subdivision: _____
	Address <u>650 HWY 74 SOUTH, P.O. BOX 2568</u> City, State, Zip <u>PEACHTREE CITY, GA 30269</u> Phone # <u>770-631-4939</u> Email _____		Phase: _____ Lot # _____ <u>N/A</u>
		SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☒ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☒ Other Items Demonstrating Need (topo. Survey, etc)

ADMINISTRATIVE VARIANCE	1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) Does the application pertain to a zoning setback? ☐ Yes ☐ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) How long has the violation existed? _____ Years 5.) What is the required setback? _____ Feet 6.) How much of a variance is being requested? _____ Feet 7.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____ _____ _____
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SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☒ Yes ☐ No 2.) Has property been rezoned or deed restrictions? ☐ Yes ☒ No 3.) Is the violation an existing setback violation? ☐ Yes ☐ No 4.) Application for a bldg setback, fence, or <u>parking</u> ? (Circle One) 5.) What is the required setback, height, or spaces? <u>13'</u> 6.) How much of a variance is being requested? <u>18' max</u>	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) <u>DRIVE WILL NOT PHYSICALLY</u> <u>FIT BETWEEN BUILDING AND</u> <u>TREE BUFFER ZONE.</u>
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VARIANCE	Please review the ordinances and instructions on the back of this page. 1.) Is a current survey included with the application? ☐ Yes ☐ No 2.) How much of a variance is being requested? _____ Feet 3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application) _____ _____ _____
----------	---	--

I hereby certify that I am the owner of the property on which a variance is being requested and that all information provided as a part of this application is true and correct.

Signature of Owner/Agent: David E. Rant

Date 10.3.13

OFFICE ONLY

ADMINISTRATIVE VARIANCE	Signature: _____	☐ Approved ☐ Denied ☐ Approved with Conditions
Date of Acceptance: _____	Date of Hearing: _____	

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:	
Signature: <u>David E. Rant</u>	Date of Acceptance: <u>10-05-13</u>	Date of Public Hearing: <u>11-07-13</u>

723.1(4)(A)



Gerresheimer (USA) L.P.
650 Hwy. 74 south
Peachtree City, GA 30269

Re: Variance for Drive to New Employee Parking Lot

To All:

Gerresheimer is planning a plant expansion at the existing facility in Peachtree City, Georgia to house a new product line. As part of the expansion, additional parking will be required for new employees and to facilitate the overlap in personnel and vehicles during the change of shifts.

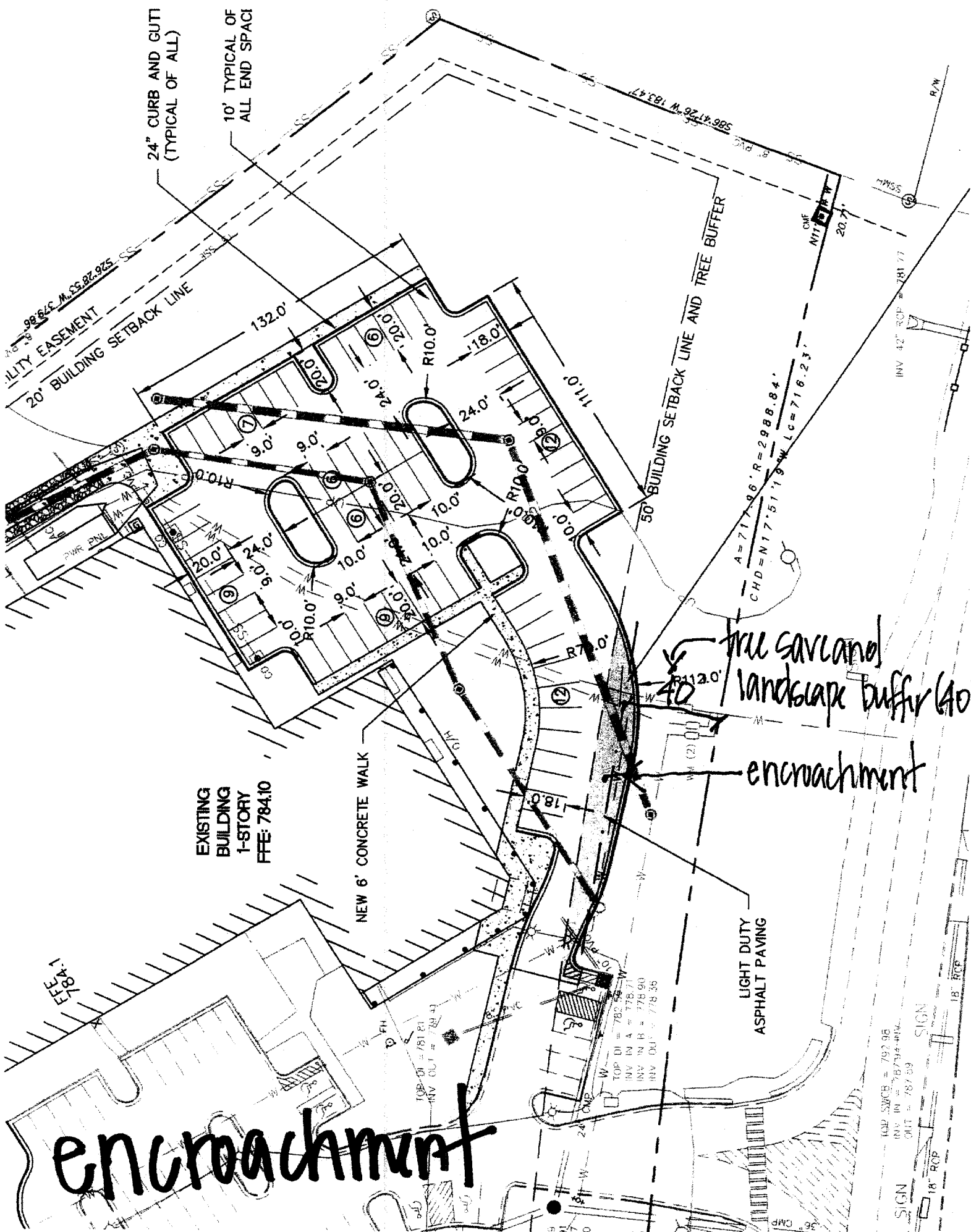
The area that will be utilized for new parking is adjacent to SR 74 at the southern end of the property. If you are facing the existing building, this area is right of the current office and main entrance. The access to this area will have to be from the existing parking lot that ends near the office. The problem is that when a full width drive (two way traffic) is constructed in a manner that will clear the office it will encroach into the tree save buffer with a footprint resembling an arch. The maximum encroachment is approximately 18 feet and from that point it tapers out from the buffer.

The area where the encroachment will occur and the general area south of the office are not currently planted in trees. As part of the expansion, trees will be planted in the buffer so the net result for the project related to the buffer will be an increase in planted tree buffer across the property.

Attached are photos of the area and a drawing with the encroachment area shaded.

Charles Penny
Paragon Consulting Group, Inc.

Approved conceptual site plan



POSITION PAPER

Planning and Zoning Administrator
October 31, 2013

David 

Case number:	2013-07-MAP
Applicant:	Panasonic North America
Property address:	776 Highway 74 South
Existing zoning:	GI General Industrial
Proposed zoning:	LUI Limited Use Residential
Rezoning request:	To rezone the property so the overall tract can be subdivided.

Situation:

Panasonic North America owns a 60-acre tract of land on HWY 74 S within the Peachtree City Industrial Park. The overall development includes in excess of 103,000 SF of office, research and development, manufacturing, warehouse and distribution space. In addition, the site includes two access points from HWY 74, parking, service courts and other internal amenities.

The overall development was constructed in phases over many years under the sole ownership of Panasonic North America. The Applicant desires to subdivide the overall tract and sell and/ or lease some of the buildings to another company. Both owners would share utilities, parking, access drives, stormwater detention, etc. through utility and access easements or through deeds and covenants. There are no site enhancements being proposed at this time.

The property cannot be subdivided as proposed and meet the building and parking setbacks established within the GI zoning ordinance. The Applicant is requesting that the property be rezoned to LUI Limited Use Industrial, which would allow the city to establish zoning conditions specific to this tract of land.

A copy of the Request for Rezoning application is included as Attachment "A".

Facts:

1. The property known to us as the Panasonic North America tract is 60 acres.
2. The property is zoned GI General Industrial.
3. The subject tract adjoins the SANY America tract to the north (zoned LUI-1 Limited Use Industrial), the Flat Creek Nature Area to the east (zoned OS - C Open Space - Conservation), two undeveloped tracts of land to the south (both zoned GI General Industrial) and SR 74 to the west.

Proposed rezoning: 2013-07-MAP

October 31, 2013

Page 2

4. The city's Land Use Plan designates the overall tract as IND Industrial.
5. Panasonic North America or one of their subsidiaries has owned the property for many years.
6. The Applicant intends to develop and expand their services within a portion of the existing buildings and has found a prospective buyer for the remaining buildings within the complex.
7. There are no new buildings or site enhancements proposed at this time.
8. The schematic subdivision plat identifies the proposed internal property lines. There will be no physical changes to the property associated with this rezoning or this subdivision.
9. Staff is coordinating with the Surveyor to ensure appropriate notes related to site access, parking, stormwater and utility easements are properly addressed and included on the final plat.
10. At their meeting on October 14, 2013, the Planning Commission reviewed the rezoning request and voted unanimously to forward the proposed rezoning to City Council with a recommendation that it be approved (Attachment "B").

Recommendation:

Staff recommends that the rezoning of 60-acre Panasonic North America tract be forwarded to City Council with a recommendation that it be approved subject to the following understandings and conditions:

1. The Applicant shall continue to coordinate with City staff to ensure all applicable notes are included on the final subdivision plat prior to recording.
2. The Applicant shall provide an easement in favor of the City of Peachtree City of no less than 50' in width along the rear property line. The purpose of this easement is to accommodate the future construction of a multi-use path within the existing sanitary sewer easement along the rear property line.
3. It is understood that approval of the rezoning shall not include approval of any site enhancements or improvements, and that any site enhancements or improvements shall follow the established site plan review process.

A copy of the proposed ordinance is included as Attachment "C".



Please use blue or black ink to fill out this form.

REZONING PERMIT APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269
P: 770-487-5731 F: 770-631-2552
WWW.PEACHTREE-CITY.ORG

Fee: \$600 + \$50/acre

Receipt # 269410

Date Filed 09/20/13

Case # 2013-07-MAP

Office Use Only

SITE LOCATION	Address <u>776 Highway 74 South</u>		SITE INFORMATION	Parcel #(s) <u>Lots 42, 46 & 47 of the Sixth District of Fayette County also City of Peachtree City</u>	
	Proposed Use: <u>Office-Research & Development-Engineering</u>			Existing Zoning <u>General Industrial</u>	
Site in which Village: ☐ Aberdeen ☐ Braellnn ☐ Glenloch ☐ Kedron ☐ Wilksmoor ☐ Industrial			Proposed Zoning <u>Limited Industrial</u>		
Property Size: <u>2,613,600</u> Square Feet <u>60</u> Acres					
APPLICANT	Name <u>Panasonic North America</u>		OWNER	Name <u>Panasonic North America</u>	
	Address <u>776 Highway 74 South</u>			Address <u>776 Highway 74 South</u>	
City, State, Zip <u>Peachtree City, GA 30269</u>			City, State, Zip <u>Peachtree City, GA 30269</u>		
Phone # <u>770-487-3356</u>			Phone # <u>770-487-3356</u>		
Email <u>childss@us.panasonic.com</u>			Email <u>childss@us.panasonic.com</u>		

IMPACTED AREAS	Sq ft Acres		Total acres ± Impacted acres	LAND USE & ZONING	Please record all surrounding property within 200ft of site	
					Land Use	Zoning
	Disturbed Area <u>N/A</u> <u> </u> Square Feet <u> </u> Acres				North <u>N/A</u>	<u> </u>
	Impervious Area <u> </u> <u> </u> Square Feet <u> </u> Acres				East <u> </u>	<u> </u>
Open Space & Greenbelts <u> </u> <u> </u> Square Feet <u> </u> Acres		<u> </u> %	South <u> </u>	<u> </u>		
<u> </u> %		West <u> </u>	<u> </u>	<u> </u>		

LOCATION OF	Entrance to Site: <u>N/A</u>	
	Tree Save and Landscape Buffers: <u> </u>	
	Other Buffers: <u> </u>	
	Greenbelts (to be dedicated to the city): <u> </u>	
	Multi-Use Path Connections: <u> </u>	
	Historical Resources: <u> </u>	
Natural Features: <u> </u>		
Stormwater Retention: <u> </u>		

BUILDING INFORMATION	Building type: <u>N/A</u>		Briefly describe proposed use of property: (A separate detailed report is still required to be attached to this application)
	Hrs of operation: <u> </u> to <u> </u>		
	# of stories: <u> </u> Building height: <u> </u>		
	Floor Area (Sq ft) <u> </u> Existing <u> </u> Proposed		
	# of dwelling units: <u> </u> Units\acre: <u> </u>		
# of employees: <u> </u> Existing <u> </u> Proposed		Parking: <u> </u> # Required <u> </u> # Existing <u> </u> # Proposed <u> </u> # Pervious	

TYPE OF CONSTRUCTION	Structural Material:		SETBACKS	Required		Proposed	
	☐ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other <u>N/A</u>			Front (Building)	<u>N/a</u> ft	<u> </u> ft	
	Roof Material:			Front (Parking)	<u> </u> ft	<u> </u> ft	
	☐ Metal ☐ Tar ☐ Shingles ☐ Slate ☐ Other <u> </u>			Side	<u> </u> ft	<u> </u> ft	
	Interior Finish:			Rear	<u> </u> ft	<u> </u> ft	
	☐ Drywall ☐ Wood ☐ Concrete ☐ Stucco ☐ Other <u> </u>						
Exterior Finish:							
☐ Wood ☐ Metal ☐ Concrete ☐ Brick ☐ Other <u> </u>							

TRANSPORTATION INFORMATION	Name of access or adjacent street	# of access points	ROW width (ft)	Pavement width (ft)	# of lanes	Paved? (Y or N)	Roadway design capacity ¹	Traffic volume (ADT) ²	Est. traffic generated (ADT) ³
	N/A								
Estimated traffic generated by heavy vehicles:				¹ See GADOT Highway Capacity Manual ² See GADOT Traffic Survey Unit (ADT - Average Daily Traffic) ³ Base on Institute of Transportation Engineers ratios - ratio used for estimate (e.g., x trips per y sf)					
Types of vehicles(s): _____							ADT: _____		
(vehicles other than automobiles and light trucks - Delivery, Waste, Equipment trucks, etc)									

UTILITIES & SERVICES INFO	Solid waste collection: <u>N/A</u>		** Please attach letters from utilities indicating that their services can support the proposed development **	
	Natural gas: _____			
Electrical Service: _____	Underground? ☐ Yes ☐ No		Water supply:	Estimated total water demand (gpd):
Telephone Service: _____	Underground? ☐ Yes ☐ No		☐ Individual Well(s) ☐ Community System ☐ Municipal System: (Fayette County Water Dept)	
Cable TV Service: _____	Underground? ☐ Yes ☐ No		Wastewater collection/treatment:	Estimated total wastewater discharge (gpd):
			☐ Individual Onsite ☐ Community System ☐ Municipal System: (Peachtree City WASA)	

FIRE INFORMATION	Automatic Fire Sprinklers:		Briefly describe daily operations:	
	☐ Yes ☐ No, why? <u>N/A</u>		(A separate detailed report is still required to be attached to this application)	
Automatic Fire Alarm:				
☐ Yes ☐ No, why? _____				
# of Fire Hydrants: _____	Existing Proposed			
Hazardous Material On Site? (If yes, describe type and method of storage to the right:)		☐ Yes ☐ No	Material(s): _____	Storage: _____

With the signing and submittal of this application, the property owner authorizes the Peachtree City Staff to enter onto the subject property to collect data and other information in order to accurately prepare reports or other documentation for review by the Planning Commission and City Council.

By signing below I hereby certify that the above listed information and the accompanying materials as requested are accurate.

Applicant Signature: Stephen Childs, P.A. HUMAN RESOURCES Date: 9/19/13

Property Owner Signature: Stephen Childs, P.A. HUMAN RESOURCES Date: 9/19/13

Please complete the attached checklist.

OFFICE ONLY

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

Signature: David E. Rant Date: 09-27-13

Date & Time of Planning Commission Public Hearing: 10-14-13

Date of City Council Public Hearing: 11-07-13 Case Number: 2013-07-MAP

Return Recorded Document to:
B. D. MURPHY, III, P.C.
370 WEST STONEWALL AVENUE
FAYETTEVILLE, GA 30214

Doc ID: 008251530007 Type: GLR
Filed: 02/19/2010 at 02:45:00 PM
Fee Amt: \$24.00 Page 1 of 7
Fayette, Ga. Clerk Superior Court
Shelia Studdard Clerk of Court
BK 3616 PG 483-489

STATE OF NEW JERSEY
COUNTY OF HUDSON

IN RE: Limited Warranty Deed to
Matsushita Communication
Industrial Corporation of U.S.A.
dated April 1, 1998, as recorded in
Deed Book 1244, Page 229, Fayette
County Deed Records.

AFFIDAVIT

BEFORE ME, the undersigned officer duly authorized by law to administer oaths and take acknowledgments, appeared STEPHEN C. WEINGARTEN who, after being duly sworn, did depose and state as follows:

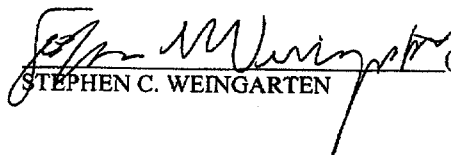
Deponent is STEPHEN C. WEINGARTEN, and at the making of this Affidavit I am the Assistant Secretary of Panasonic Corporation of North America, a Delaware Corporation.

Matsushita Communication Industrial Corporation of U.S.A. acquired title to the real estate described on Exhibit "A" hereto by virtue of the above referenced Limited Warranty Deed. On April 1, 2003 Matsushita Communication Industrial Corporation of U.S.A. merged into Matsushita Electric Corporation of America as evidenced by the certification by the Office of the Secretary of State for the State of Delaware, which certification is attached hereto as Exhibit "B". On January 1, 2005 Matsushita Electric Corporation of America's name changed to Panasonic Corporation of North America as evidenced by the certification by the Office of the Secretary of State for the State of Delaware, which certification is attached hereto as Exhibit "C".

By virtue of the above stated merger and name change, the current, record title owner of the property described on Exhibit "A" hereto is PANASONIC CORPORATION OF NORTH AMERICA.

This Affidavit is made with the understanding that it will be relied upon by attorneys certifying title to said property, and by title insurance companies insuring the title thereto.

Sworn to and subscribed
before me this 5 day
of FEBRUARY, 2010

 (SEAL)
STEPHEN C. WEINGARTEN


Notary Public

Barbara Barrales
NOTARY PUBLIC, STATE OF NEW JERSEY
ID# 2328990
My Commission Expires 3/31/2010

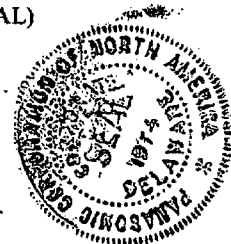


EXHIBIT "A"

TRACT 1

ALL THAT TRACT OR PARCEL of land containing 40.0056 acres lying and being in Land Lots 42 and 47 of the Sixth District of Fayette County, Georgia, also being in the City of Peachtree City, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the corner formed by the intersection of the southeast line of the right-of-way of Crosstown Road (having a 100 foot right-of-way) with the east and northeast line of the right-of-way of Georgia State Highway 74 (having a 130 foot right-of-way), if said right-of-way lines were extended to form an angle instead of a truncated curve; running thence in a southerly direction along the east right-of-way line of Georgia State Highway 74 a distance of 4,990.5 feet to a one-half inch rebar found and the POINT OF BEGINNING; from the POINT OF BEGINNING as thus established, run thence South $11^{\circ}28'40''$ East a distance of 340.78 feet along the east right-of-way of Georgia State Highway 74 to a point; run thence along the east right-of-way line of Georgia State Highway 74 along a curve to the left an arc distance of 603.94 feet, which arc is subtended by a chord with a bearing of South $19^{\circ}01'59''$ East with a chord distance of 602.19 feet; to a one-half inch rebar found; run thence North $62^{\circ}23'01''$ East a distance of 1,938.99 feet to a one-half inch rebar found; running thence North $25^{\circ}00'13''$ West a distance of 873.70 feet to a one-half inch rebar found; running thence South $62^{\circ}23'01''$ West a distance of 46.55 feet to a one-half inch rebar found; running thence North $27^{\circ}36'59''$ West a distance of 50.00 feet to a one-half inch rebar found; running thence South $62^{\circ}23'01''$ West a distance of 1,747.67 feet to the POINT OF BEGINNING; all as more particularly shown on a plat of survey prepared for Equitable Life Assurance Society of the United States, et al., dated May 15, 1986, by Charles D. McCann, Georgia Registered Land Surveyor No. 2245, to which plat reference is hereby made for all purposes.

AND ALSO:

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND containing 20.0 acres situate lying and being in Land Lots 47, 42, and 46 in the Sixth District of Fayette County, Georgia also being in the City of Peachtree City, Georgia and may be more particularly described as follows:

To arrive at the TRUE POINT OF BEGINNING commence in a corner formed by an intersection of the southeast line of the right-of-way of Crosstown Road (a road having a 100 foot right-of-way) with the E and northeast line of the right-of-way of Georgia State Highway 74 (a road having a 130 foot right-of-way) if said right-of-way lines were extended to form an angle instead of a truncated curve; running thence in a southerly direction along the E curving right-of-way of Georgia State Highway 74 a distance of 3,935.2 feet to the TRUE POINT OF BEGINNING; running thence in a southerly direction along the curving E right-of-way of Georgia State Highway 74 and curving to the left an arc distance of 456.81 feet subtended by a chord with chord bearing S $32^{\circ}19'11''$ E; and chord distances of 456.05 feet to a point; running thence, N $62^{\circ}23'1''$ E a distance of 1,880.98 feet to a point; running thence, N $25^{\circ}0'13''$ W a distance of 455 feet to a point; running thence S $62^{\circ}23'1''$ W 1,938.99 feet back to the TRUE POINT OF BEGINNING; being the same property shown as Tract 2 on that certain plat of survey by Charles D. McCann, Georgia Registered Land Survey No. 2245.

Delaware

PAGE 1

The First State

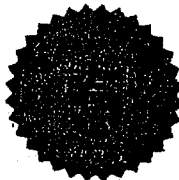
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

"MATSUSHITA COMMUNICATION INDUSTRIAL CORPORATION OF U.S.A.",
A DELAWARE CORPORATION,

WITH AND INTO "MATSUSHITA ELECTRIC CORPORATION OF AMERICA"
UNDER THE NAME OF "MATSUSHITA ELECTRIC CORPORATION OF AMERICA",
A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE
OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE
THIRTY-FIRST DAY OF MARCH, A.D. 2003, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF
THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE FIRST DAY OF
APRIL, A.D. 2003, AT 12:01 O'CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE
NEW CASTLE COUNTY RECORDER OF DEEDS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0797841 8100M
030210246

AUTHENTICATION: 2338981
DATE: 03-31-03

**CERTIFICATE OF OWNERSHIP AND MERGER
OF
MATSUSHITA ELECTRIC CORPORATION OF AMERICA**

TO: The Secretary of State of the
State of Delaware

Pursuant to Section 253 of the Delaware General Corporation Law, the undersigned corporation, organized and existing under and by virtue of the laws of the State of Delaware, does hereby certify that:

FIRST: Matsushita Electric Corporation of America (hereinafter referred to as the "Corporation") is the sole stockholder of Matsushita Communication Industrial Corporation of U.S.A., a Delaware corporation.

SECOND: By unanimous written consent dated March 1, 2003, the Board of Directors of the Corporation adopted the following Resolutions authorizing the merger of Matsushita Communication Industrial Corporation of U.S.A. with and into the Corporation:

RESOLVED, that the Board of Directors of the Corporation hereby authorizes and approves the merger of Matsushita Communication Industrial Corporation of U.S.A. with and into the Corporation, pursuant to the provisions of the General Corporation Law of the State of Delaware; and it is further

RESOLVED, that upon the effective date (hereinafter referred to as the "Effective Date") of the merger of Matsushita Communication Industrial Corporation of U.S.A. with and into the Corporation as specified in the "Certificate of Ownership and Merger" with respect to such merger, as hereinafter described (hereinafter referred to as the "Certificate of Ownership and Merger"), all of the estates, property, rights, privileges, powers and franchises of Matsushita Communication Industrial Corporation of U.S.A. be, and each of them hereby is, vested in and held and enjoyed by the Corporation, as fully and entirely and without change or diminution as the same were before held and enjoyed by Matsushita Communication Industrial Corporation of U.S.A. in its name, and that all of the liabilities and obligations of Matsushita Communication Industrial Corporation of U.S.A. of whatever kind, whether known or unknown, absolute or contingent, be, and each of them hereby is, assumed by the Corporation, as though the same were originally created or incurred in its name; and it is further

RESOLVED, that each and every share of the capital stock of the Corporation shall, at and after the Effective Date, remain unchanged in all respects; and it is further

RESOLVED, that the Restated Certificate of Incorporation of the Corporation prior to the Effective Date shall be the Restated Certificate of Incorporation of the Corporation following the Effective Date; and it is further

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 03/31/2003
030210246 - 0197841

RESOLVED, that the By-Laws of the Corporation prior to the Effective Date shall be the By-Laws of the Corporation following the Effective Date; and it is further

RESOLVED, that the Directors and Officers of the Corporation on the Effective Date shall remain the Directors and Officers of the Corporation after the Effective Date, to hold office until their respective successors shall have been elected and shall qualify, or until their respective earlier deaths, resignations or removals in the manner provided in the By-Laws of the Corporation; and it is further

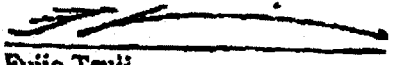
RESOLVED, that, in order to implement and effectuate the merger of Matsushita Communication Industrial Corporation of U.S.A. with and into the Corporation, the appropriate Officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, and under its corporate seal or otherwise, to execute and deliver the Certificate of Ownership and Merger, substantially in the form of the draft of that document which has previously been presented to the Board of Directors of the Corporation, with such changes therein or additions thereto as shall be approved by the Officers who shall execute the same, with the advice of counsel, which approval shall be conclusively evidenced by the execution thereof, to the Secretary of State of the State of Delaware; and it is further

RESOLVED, that the appropriate Officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, and under its corporate seal or otherwise, to execute and deliver such other instruments and documents, and to take such further action, as may be deemed necessary, appropriate or convenient, in order to implement and effectuate the merger of Matsushita Communication Industrial Corporation of U.S.A. with and into the Corporation, the authority for the execution, delivery and filing of such other instruments and documents, and the taking of such further action, by such Officers, to be conclusively evidenced hereby.

2003. THIRD: The merger is to be effective at 12:01 a.m., Eastern Time, on April 1,

(signature page follows)

**MATSUSHITA ELECTRIC
CORPORATION OF AMERICA**

By: 
Fujio Tsuji
Vice President and Chief Financial
Officer

Delaware

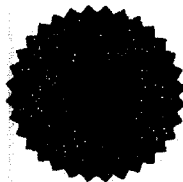
PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THAT THE SAID "MATSUSHITA ELECTRIC CORPORATION OF AMERICA", FILED A CERTIFICATE OF AMENDMENT, CHANGING ITS NAME TO "PANASONIC CORPORATION OF NORTH AMERICA", THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2004, AT 9:16 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF JANUARY, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CORPORATION IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE NOT HAVING BEEN CANCELLED OR DISSOLVED SO FAR AS THE RECORDS OF THIS OFFICE SHOW AND IS DULY AUTHORIZED TO TRANSACT BUSINESS.



Harriet Smith Windsor
Harriet Smith Windsor, Secretary of State

0797841 8320

050021860

AUTHENTICATION: 3608433

DATE: 01-10-05

FAYETTE COUNTY, GEORGIA
REAL ESTATE TRANSFER TAX 7,200.00
PAID
DATE 4-30-98
W. D. Ballard
CLERK OF SUPERIOR COURT

Upon recording return to:
Arthur B. L. Martin, Esq.
Morris, Manning & Martin, L.L.P.
1600 Atlanta Financial Center
3343 Peachtree Road, N.E.
Atlanta, Georgia 30326

STATE OF GEORGIA
COUNTY OF FAYETTE

FILED & RECORDED
FAYETTE COUNTY, GA.

'98 APR 30 AM 10 56

LIMITED WARRANTY DEED

THIS DEED is made the 1st day of April, in the year 1998, between MATSUSHITA COMMUNICATION INDUSTRIAL CORPORATION OF AMERICA ("Grantor"), a Delaware corporation, whose address is 776 Highway 74 South, Peachtree City, Georgia 30269, and MATSUSHITA COMMUNICATION INDUSTRIAL CORPORATION OF U.S.A. ("Grantee"), a Delaware corporation, whose address is 776 Highway 74 South, Peachtree City, Georgia 30269, (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that Grantor, for and in consideration of Ten and No/100 (\$10.00) Dollars in hand paid at and before the sealing and delivery of these presents, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto Grantee to wit:

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 42, 46 and 47, Sixth District, Fayette County, Georgia, and being more particularly described in Exhibit "A" attached hereto and incorporated by this reference herein; TOGETHER with any and all easements, rights-of-way, appurtenances, or rights appertaining or in anywise belonging thereto including, without limitation, any portion of the Property lying within the right-of-way of any publicly dedicated street, roadway or alleyway; and TOGETHER with any and all improvements, structures or fixtures located therein or thereon (the "Property").

TO HAVE AND TO HOLD the Property with all and singular the rights, members and appurtenances thereof, to the same being, belonging, or in anywise appertaining, to the only proper use, benefit and behoof of Grantee subject only to those matters set forth in Exhibit "B" attached hereto and by this reference incorporated herein, ("Permitted Exceptions") forever in FEE SIMPLE.

AND Grantor will only warrant and forever defend the right and title to the Property unto Grantee, subject to the Permitted Exceptions, against the claims of those persons claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed and delivered under seal by its incumbent and duly authorized officers as of the date first written above.

Signed, sealed and delivered as to
all signatories in the presence of:

Unofficial Witness

Notary Public

My commission expires

[NOTARIAL SEAL]

GRANTOR:

BOOK 1244 PAGE 229

MATSUSHITA COMMUNICATION INDUSTRIAL
CORPORATION OF AMERICA, a Delaware corporation

By Tadashi Nakamura
Its: Treasurer

Attest: Stephen C. Weingarten
Its: Assistant Secretary

[CORPORATE SEAL]

TRACT 1

BOOK 1244 PAGE 230

ALL THAT TRACT OR PARCEL of land containing 40.0056 acres lying and being in Land Lots 42 and 47 of the Sixth District of Fayette County, Georgia, also being in the City of Peachtree City, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at the corner formed by the intersection of the southeast line of the right-of-way of Crosstown Road (having a 100 foot right-of-way) with the east and northeast line of the right-of-way of Georgia State Highway 74 (having a 130 foot right-of-way), if said right-of-way lines were extended to form an angle instead of a truncated curve; running thence in a southerly direction along the east right-of-way line of Georgia State Highway 74 a distance of 4,990.5 feet to a one-half inch rebar found and the POINT OF BEGINNING; from the POINT OF BEGINNING as thus established, run thence South 11°28'40" seconds East a distance of 340.78 feet along the east right-of-way of Georgia State Highway 74 to a point; run thence along the east right-of-way line of Georgia State Highway 74 along a curve to the left an arc distance of 603.94 feet, which arc is subtended by a chord with a bearing of South 19°01'59" East with a chord distance of 602.19 feet, to a one-half inch rebar found; run thence North 62°23'01" East a distance of 1,938.99 feet to a one-half inch rebar found; running thence North 25°00'13" West a distance of 873.70 feet to a one-half inch rebar found; running thence South 62°23'01" West a distance of 46.55 feet to a one-half inch rebar found; running thence North 27°36'59" West a distance of 50.00 feet to a one-half inch rebar found; running thence South 62°23'01" West a distance of 1,747.67 feet to the POINT OF BEGINNING; all as more particularly shown on a plat of survey prepared for Equitable Life Assurance Society of the United States, et al., dated May 15, 1986, by Charles D. McCann, Georgia Registered Land Surveyor No. 2245, to which plat reference is hereby made for all purposes.

AND ALSO:

TRACT 2

ALL THAT TRACT OR PARCEL OF LAND containing 20.0 acres situate lying and being in Land Lots 47, 42, and 46 in the Sixth District of Fayette County, Georgia also being in the City of Peachtree City, Georgia and may be more particularly described as follows:

To arrive at the TRUE POINT OF BEGINNING commence in a corner formed by an intersection of the southeast line of the right-of-way of Crosstown Road (a road having a 100 foot right-of-way) with the E and northeast line of the right-of-way of Georgia State Highway 74 (a road having a 130 foot right-of-way) if said right-of-way lines were extended to form an angle instead of a truncated curve; running thence

(Tract 2 Continued)

in a southerly direction along the E curving right-of-way of Georgia State Highway 74 a distance of 5,935.2 feet to the TRUE POINT OF BEGINNING; running thence in a southerly direction along the curving E right-of-way of Georgia State Highway 74 and curving to the left an arc distance of 456.81 feet subtended by a chord with chord bearing S 32° 18' 11" E, and chord distances of 456.05 feet to a point; running thence, N 62° 23' 1" E a distance of 1,880.98 feet to a point; running thence, N 25° 0' 13" W a distance of 455 feet to a point; running thence S 62° 23' 1" W 1,938.99 feet back to the TRUE POINT OF BEGINNING; being the same property shown as Tract 2 on that certain plat of survey by Charles D. McCann, Georgia Registered Land Survey No. 2245.

BOOK 1244 PAGE 231

EXHIBIT "A"

Page 2 of 2 Pages

EXHIBIT "B"

BOOK 1244 PAGE 232

As to Tract 1:

1. Taxes for the year 1998, which are liens not yet due and payable, and subsequent years.
2. Right of Way Deed from R. H. Huddleston to State Highway Department of Georgia dated March 20, 1952, recorded on September 23, 1952 at Deed Book 35, page 525, Records of Fayette County, Georgia.
3. Right of Way Deed from R. H. Huddleston to State Highway Department of Georgia dated December 2, 1952, recorded on March 12, 1953 at Deed Book 36, page 145, aforesaid Records.
4. Easement from Peachtree Corporation of Georgia to Georgia Power Company dated August 5, 1960, recorded on August 16, 1960 at Deed Book 45, page 415, aforesaid Records.
5. Easement from Garden Cities Corporation to Georgia Power Company dated February 12, 1974, recorded on February 22, 1974 at Deed book 128, page 183, aforesaid Records.
6. General Industrial Deed Restrictions in Deed recorded on May 30, 1986 at Deed Book 388, page 180, aforesaid records.
7. Sanitary Sewer Easement dated May 23, 1986 from The Equitable Life Assurance Society of the United States in favor of Georgia Utilities Company, recorded at Deed Book 388, page 175, aforesaid Records.
8. Matters shown on plat of survey of the subject property, dated May 15, 1986, prepared for Equitable Life Assurance Society of the United States by Charles D. McCann & Associates, Inc., Charles D. McCann, Georgia Registered Land Surveyor No. 2245, including, without limitation, the following:
 - (a) power lines and poles on westerly boundary of land;
 - (b) 20-foot sanitary sewer (force main) easement on westerly boundary of land; and
 - (c) sanitary sewer easement encroachment on easterly boundary of land.

As to Tract 2:

1. Taxes for the year 1998, which are liens not yet due and payable, and subsequent years.

EXHIBIT "B"

Page 1 of 2 pages

0336341.01

2. Sanitary Sewer Easement dated May 23, 1986 from The Equitable Life Assurance Society of the United States in favor of Georgia Utilities Company, recorded at Deed Book 388, page 174, Records of Fayette County, Georgia.
3. Drainage ditch as shown on Plat of Survey for Matsushita Corporation, et al, dated October 24, 1990, last revised November 9, 1990, prepared by Charles D. McCann & Associates, Inc.
4. Easements in favor of Georgia Power Company as follows:
 - (a) dated February 12, 1974, and recorded at Deed Book 128, page 183, Fayette County, Georgia records;
 - (b) dated August 23, 1973, and recorded at Deed book 123, page 553, aforesaid Records; and
 - (c) dated August 30, 1973, and recorded at Deed Book 123, page 681, aforesaid Records.
5. General Industrial Deed Restrictions in Deed recorded on December 6, 1990 at Deed Book 632, page 552, aforesaid records.

BOOK 1244 PAGE 233

EXHIBIT "B"

Page 2 of 2 pages

0336341.01

LEGEND

UP UTILITY POLE
SP EDGE OF PAVEMENT
PW FIRE HYDRANT
RWB REBAR SET
RFB REBAR FOUND
CT CURB TOP
SW SIDEWALK
LTC BACK OF CURB
LTD DRIVE LOT LINE
ED EDGE OF PAVEMENT
BL BUILDING SETBACK LINE
ST STORM DRAIN LINE

NOTES:

WATER SERVICE FOR THIS PROPERTY IS PROVIDED BY CITY OF PEACHTREE CITY WATER AND SEWERAGE AUTHORITY.
SEWER IS TO BE PROVIDED BY PEACHTREE CITY WATER AND SEWERAGE AUTHORITY.

DRAINAGE NOTE

THE OWNER OF RECORD, ON BEHALF OF HIMSELF AND ALL SUCCESSORS IN INTEREST SPECIFICALLY RELEASES THE CITY OF PEACHTREE CITY FROM ANY AND ALL LIABILITY AND RESPONSIBILITY FOR FLOODING OR EROSION FROM STORM DRAINS OR EROSION FROM STORM DRAINS OR EROSION FROM FLOODING FROM HIGH WATER OF NATURAL CREEKS, RIVERS OR DRAINAGE FEATURES SHOWN HEREIN. A DRAINAGE EASEMENT IS HEREBY ESTABLISHED FOR THE SOLE PURPOSE OF PROVIDING FOR THE EMERGENCY PROTECTION OF THE FREE FLOOD SURFACE WATERS ALONG ALL WATERCOURSES AS ESTABLISHED BY THE CITY. THE CITY ENGINEER AND OR THE CITY'S PUBLIC WORKS DEPARTMENT MAY CONDUCT AND OR THE CITY'S PUBLIC WORKS DEPARTMENT MAY CONDUCT EMERGENCY MAINTENANCE OPERATIONS WITHIN THIS EASEMENT WHERE EMERGENCY CONDITIONS EXIST. EMERGENCY MAINTENANCE SHALL BE THE REMOVAL OF TREES AND OTHER DEBRIS, EXCAVATION, FILLING AND THE LIKE, NECESSARY TO RESTORE A CONTINUING MAINTENANCE OR LIGATION OF THE CITY OF PEACHTREE CITY NOR AN ABROGATION OF THE CITY'S RIGHTS TO REEKS REPAIRMENT FROM THE OWNER (S) OF THE PROPERTY(IES) OF THE LANDS THAT OPERATES THE CONDITIONS.
THE CITY OF PEACHTREE CITY SHALL NOT BE HELD ACCOUNTABLE OR LIABLE FOR CLAIMS OF INJURY OR DAMAGE RESULTING FROM THE STORMWATER DRAINAGE SYSTEM INSTALLED ON THE PROPERTY IDENTIFIED ON THIS PLAT AND SHALL BE INDEMNIFIED FROM CLAIMS BROUGHT BY DOWNSTREAM OWNERS BASED ON THE OPERATION, FAILURE TO OPERATE, IMPROPER DESIGN OR IMPROPER CONSTRUCTION.

CURVE	LENGTH	RADIUS	CHORD	CHD. BRG.
C1	100.00	2000.00	100.00	90°00'00"
C2	27.16	55.16	27.08	87°29'30"
C3	34.37	112.80	34.28	87°29'30"
C4	55.71	60.00	77.08	88°29'44"
C5	152.85	100.00	156.47	87°29'44"
C6	251.82	157.72	258.71	87°29'30"
C7	57.81	75.42	57.56	87°29'30"

LINE	LENGTH	BEARING
L1	80.00	N82°29'01"W
L2	46.00	S82°29'01"W
L3	4.00	N87°29'11"E
L4	2.00	N87°29'11"E
L5	16.00	S87°29'11"E
L6	22.00	N87°29'11"E
L7	4.00	S87°29'11"E
L8	144.00	S87°29'11"E
L9	16.00	N87°29'11"E
L10	16.00	N87°29'11"E
L11	56.00	N87°29'11"E
L12	17.00	N87°29'11"E
L13	27.00	S87°29'11"E
L14	16.00	S87°29'11"E
L15	30.75	S87°29'11"E
L16	47.00	N87°29'11"E
L17	6.25	S87°29'11"E
L18	77.00	S87°29'11"E
L19	16.00	N87°29'11"E
L20	4.00	S87°29'11"E

FLOOD STATEMENT
ACCORDING TO FEMA FLOOD INSURANCE RATE MAP OF FAYETTE COUNTY DATED SEPTEMBER 26, 2008 MAP NUMBER 15150C0516, THIS PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA.

HEALTH DEPARTMENT

PRIOR TO SUBMITTAL OF BUILDING PLANS, THE OWNER OF EACH LOT SHALL SUBMIT A LEVEL 3 BOLD TEST TO THE FAYETTE COUNTY HEALTH DEPARTMENT INDICATING THE LOT IS SUITABLE FOR A SEPTIC SYSTEM.

ENVIRONMENTAL HEALTH SPECIALIST

Owner's Certificate

I, BEING THE OWNER OF THE LAND SHOWN ON THIS PLAT, HEREBY CERTIFY THAT ALL STATE, CITY AND COUNTY TAXED OR OTHER ASSESSMENTS NOW DUE ON THIS LAND HAVE BEEN PAID; ALL STREETS, DRAINAGE WAYS AND EASEMENTS SHOWN HEREON ARE DEDICATED TO THE USE OF THE PUBLIC AND ENFORCEMENT BY PUBLIC SAFETY OFFICIALS FOREVER; AND, THAT I WILL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF ALL INFRASTRUCTURE ASSOCIATED WITH THIS DEVELOPMENT UNTIL EXPIRATION OF THE MAINTENANCE PERIOD.

OWNER

DATE

OWNER'S ACKNOWLEDGEMENT

THE OWNER OF THE LAND SHOWN ON THIS PLAT AND WHOSE NAME IS SUBSCRIBED HERETO, AND IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, ACKNOWLEDGES THAT THIS PLAT WAS MADE FROM AN ACTUAL SURVEY, AND THAT HE OR SHE IS AWARE AND ACKNOWLEDGES THE CHANGES SHOWN ON THIS PLAT.

OWNER/AGENT

DATE

Final plat approval.

This plat complies with the zoning regulations, the land development ordinance and all other regulations governing the land development for the City of Peachtree City.

City Engineer Date

City Planner Date

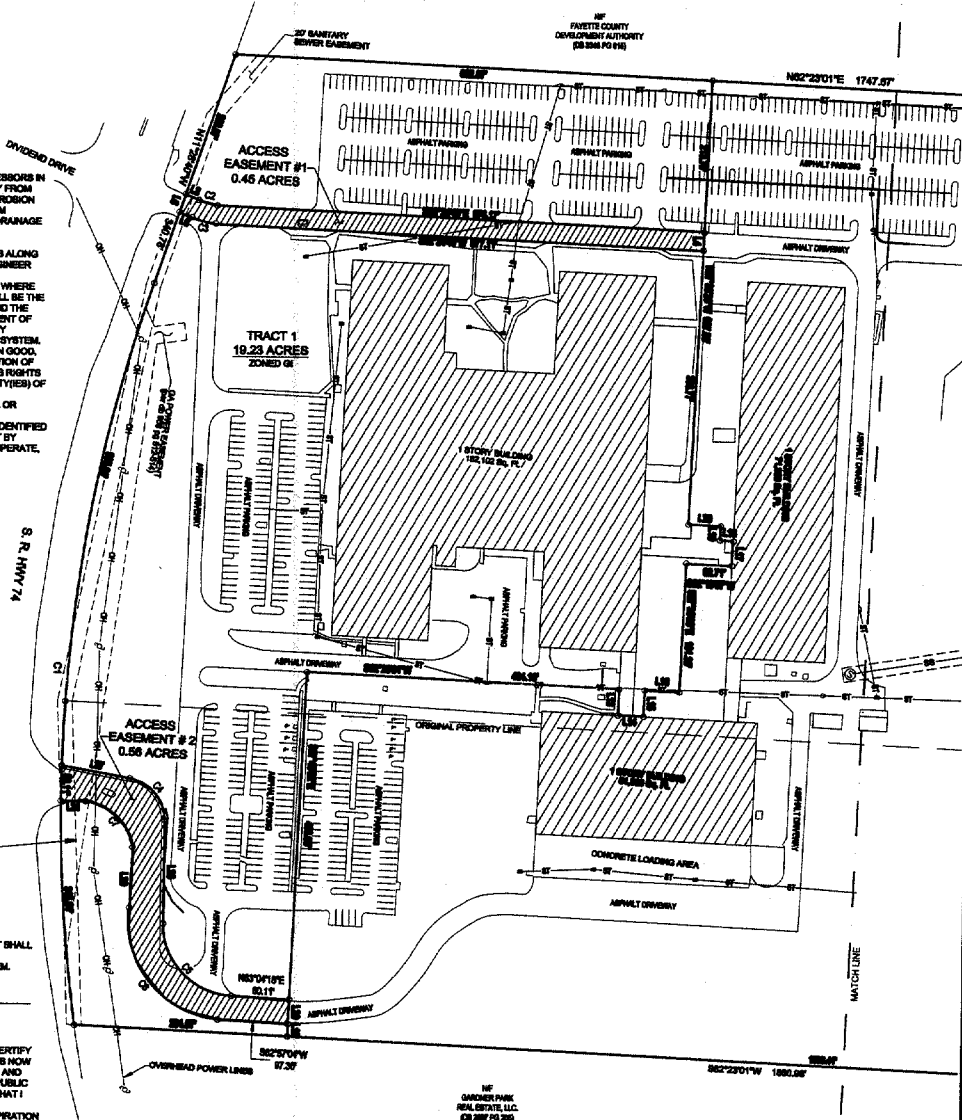
Mayor/City Manager Date

City Clerk Date

FINAL PLAT OF PANASONIC AUTOMOTIVE SYSTEMS

THE PURPOSE OF THIS PLAT IS TO CHANGE THE CONFIGURATION OF THE EXISTING LOTS TO WHAT ARE NOW SHOWN AS TRACTS 1 AND 2

AREA FOR TRACTS 1 AND 2 INCLUDE THE ACCESS EASEMENT AREAS



FINAL SURVEYOR'S CERTIFICATE

IT IS HEREBY CERTIFIED THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION, THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST OR ARE MARKED AS 'FUTURE' AND THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE CORRECTLY SHOWN; THIS PLAT CONFORMS TO ALL REQUIREMENTS OF GEORGIA PLAT ACT.

BY: WINSON A. GASKINS, REGISTERED GEORGIA LAND SURVEYOR, NO. 1820

DATE

100 0 100 200 300 Feet

Graphic Scale: 1" = 100'

CLOSURE STATEMENT

THE FIELD DATA UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 42,157 FEET AND AN ANGULAR ERROR OF 50" OF 50" PER ANGLE POINT AND HAS BEEN ACQUIRED USING THE LEAST SQUARES METHOD.

THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 15,647 FEET.

ANGULAR & LINEAR MEASUREMENTS WERE OBTAINED USING A LEICA 408 TOTAL STATION

THE SURVEY DOES NOT

CONSTITUTE A TITLE SEARCH

SURVEYOR. ALL INFORMATION

REGARDING RECORD

DEEDS, EASEMENTS AND

OTHER DOCUMENTS THAT

WOULD AFFECT THE QUALITY OF

TITLE TO TRACT SHOWN WERE

NOT SUPPLIED TO THIS OFFICE.

DECLARATION IS MADE TO

ORIGINAL PURCHASER OF THE

SURVEY. ANY USE BY THIRD

PARTIES IS AT THEIR OWN RISK.

SURVEY IS VALID ONLY IF PRINT

HAS ORIGINAL AND

ORIGINAL SIGNATURE OF

SURVEYOR.

Job No. SA13-155

Drawn By: RDG Revised By: JLG

Issue Date: 09/19/12

F.W.P.D.: 09/19/12

Prepared For:

Panasonic Automotive Systems of America

776 Highway 74 South

Peachtree City, Ga. 30288

Land Lot 42 & 47 Of The 8th Land District

Fayette County, Georgia

S.A. GASKINS & ASSOCIATES, LLC

surveyors - planners - development consultants

24624 Hwy 85, Gt. Oak, Ga. 30218

gaskins@saecouth.net

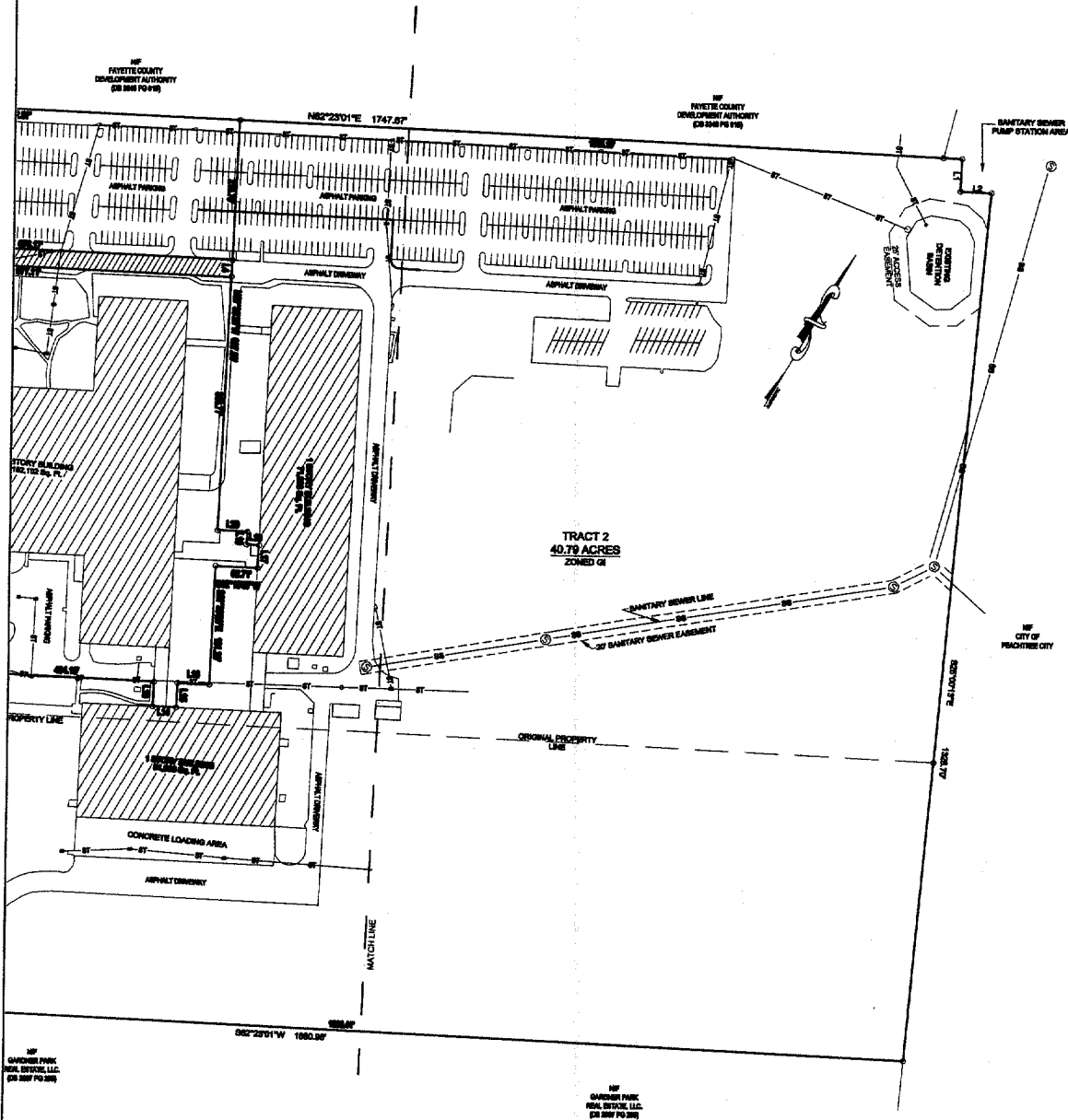
770-480-8842

JOHN 3:16

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EASEMENT AREAS



Job No. SA13-155
Drawn By: RDS | Reviewed By: J.A.G.
Issue Date: 09/19/12
F.W.P.D.: 09/19/13
Sheet 1 of 1

Prepared For:
Panasonic Automotive Systems
of America
776 Highway 74 South
Prichville City, Ga 30289
Land Lot 42 & 47 Of The 6th Land District
Fayette County, Georgia

S.A. GASKINS
& ASSOCIATES, LLC
surveyors - planners - development consultants
24524 Hwy 85 Gay, Ga. 30218
gaskins@bellsouth.net
770-450-6542

JOHN 3:16

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 14, 2013**

PUBLIC HEARING

PH-13-06

Consider Rezoning Request from Panasonic North America (GI to LUI), HWY 74 S. Applicant desires to rezone 60-acre tract to allow subdivision of overall property into smaller tracts.

Mr. Rast provided a brief background of the 60-acre tract of land on HWY 74 S within the Peachtree City Industrial Park that was owned by Panasonic North America. Multiple inter-connected buildings housed in excess of 103,000 SF of office, research and development, manufacturing, warehouse and distribution space. In addition, the site included two access points from HWY 74, parking, service courts and other internal amenities. At one time, there were a number of employees in Peachtree City but the company had downsized some years ago. They were now gearing up with some new development on the property.

The Applicant desired to subdivide the overall tract into two parcels and then sell and/or lease some of the buildings to another company. The City's plat procedures and Zoning Ordinance would not allow the property to be subdivided as desired. That zoning had specific building and parking setbacks, etc., and there was no way to legally subdivide the property and still comply with those setbacks. A variance could not be granted for these types of issues.

Staff had spoken to the City Attorney on several occasions about situations such as this one, and his recommendation was that the property be rezoned to LUI Limited Use Industrial. There would not be any changes to the layout of the property, the exterior of the buildings, or the parking. In fact, there would not be any noticeable changes to the property, but the rezoning would allow the Applicant to legally subdivide it. Panasonic would occupy the two buildings on the front of the site that were interconnected to the laboratory with sufficient parking and access points. The remainder of the property would also have access through easements from the two entrances on SR 74. There would be an invisible property line separating the two tracts of land.

This would allow the property owner to legally subdivide the property and then sell the rear portion of the site to another developer. They had someone who was interested in the property. Staff was working on the notes that would need to be on the plat regarding the access, parking, and cross access easements; shared detention; utilities; and other technical aspects of the subdivision.

Mr. Rast further stated that the property would be rezoned to LUI-2. The SANY property located immediately to the north of this property had previously been rezoned to LUI-1.

Mr. Rast explained that the Limited Use zoning was essentially a site-specific zoning and, in this case, would apply to this 60-acre tract of land only. It would allow the city to develop zoning conditions specific to this particular development. There was one parcel in the industrial park that had been rezoned to LUI but it was established for situations like this when the zoning needed to be written specific to a piece of property. There were approximately 23 separate districts in LUC Limited Use Commercial and 18 or 19 tracts of land that were zoned LUR Limited Use Residential. Site-specific zoning allowed the City to mesh the zoning with the development being proposed.

Mr. Rast further stated that this proposal had been reviewed by the City Engineer and a number of other members of City Staff and no one had any issues with the development. There were no changes to the physical layout of the site. This was basically a rezoning to allow them to sell the property and to bring new industry, new jobs, and new businesses into the city on this rear portion of the site. From a staff standpoint, this was no different than looking at the many LUR requests that had been approved over the years. It did not tie Staff to approve every one that came in but it did allow review on a site-specific basis and to write the zoning for that development if it was a good fit for the city.

Mr. Marty Pinover was in attendance to represent Panasonic. He emphasized that the two rear buildings would be sold to a user who would immediately bring 200 jobs into Peachtree City. It was not for a developer but rather a specific user.

Mr. Pinover explained the reason for this request. He noted that this had been a manufacturing facility at one time but in 2008, things changed and everything was shipped to Mexico. In the last two years, Panasonic had grown by leaps and bounds and had put approximately \$5.6 million in Buildings A, B, and D. Building E, a warehouse building, was 51,200 SF and Building C was about 71,000 SF. In response to a question from Mr. Destadio, he stated that Building C was a manufacturing building but was more of an R & D building with 22' clear ceiling heights and a drop ceiling, static-resistant floor, very heavy power, and fully air conditioned. Mr. Pinover also noted that, on the part of the corporation, this was no longer a capital intensive facility. However, they did want to stay here

and would be here a minimum of 10 years as they were building for the long term. The user happened to be a vendor of Panasonic and would be bringing in the 200 jobs he had mentioned earlier.

No one else spoke either in favor of or opposed to the proposed rezoning.

The Chairman closed the public input portion of the public hearing.

The Planning Commissioners had the following comments:

Mr. Destadio wanted to confirm that no changes were being made to the boundaries of the 60-acre site and that the restrictions imposed on the property when it was first developed would be transferred to the subdivided property. Mr. Rast confirmed that was correct. In response to a question from Mr. Destadio about whether the clearances between the buildings would be in compliance with the GI zoning, Mr. Pinover stated that the corridors between buildings D and E would be removed.

Ms. Wojcik wanted the new property line to be straight instead of bowing out. She also asked whether, in terms of numbers, the parking for both facilities would comply with the ordinance. Mr. Rast said Staff knew there was sufficient parking for both parcels, but was verifying there was sufficient parking for two separate tracts of land. He added that the square footage and parking for each tract would be noted on the final plat.

Mr. Conner wondered if the boundaries shown between the two buildings were accurate. Ms. Wojcik reiterated that she preferred they be straight. Mr. Rast explained that the fact that the setbacks would not comply with the GI zoning was the reason the Applicant was requesting the property be rezoned to LUI. Mr. Conner confirmed that any future development of the back side of the property would have to comply with the conditions established as a part of the rezoning to LUI.

Mr. Rast explained there was a property at the rear of the overall tract that was still undeveloped, but some of this contained the stormwater pond and some contained a recreation field. The floodplain along the back did not impede the site so that was not an issue. He noted that the City was requesting an easement along the rear property line in favor of the city, essentially to accommodate future construction of a multi-use path that would connect the

Flat Creek multi-use bridge to Crosstown Drive and the Braelinn Village retail center, which had been in the city's multi-use path master plan for a number of years. Securing the easement now would save time having to negotiate the easement when the path project moved forward.

Mr. Destadio confirmed with Mr. Pinover that this was acceptable to Panasonic.

In response to a comment made by Mr. Destadio, Mr. Rast explained that there were zoning issues and site plan issues. The conditions that were adopted at the time Panasonic was developed would run with the land.

Mr. Conner wondered if this had been done previously. What would happen if this particular agreement fell through? Mr. Rast stated that once the zoning was approved, the property would be zoned to LUI-2 and there would be two tracts of land. The property owners could either continue to market the rear of the property, occupy the rear of the property, or rezone it back to G1. There were options to bring the tracts back into one parcel if, for some reason, this did not work out.

Mr. Conner was concerned that if the rezoning was approved and Panasonic's tenant backed out, they would be able to change the buildings internally and bring in several multi-tenants similar to what NCR had done. Mr. Rast said they could do that under their current zoning. If the desire was to restrict that, it could be written into the LUI-2 zoning.

As long as the physical buildings were not changing, Ms. Wojcik was not concerned about whether the buildings would be broken up into multiple tenants. However, she would like to tighten up the zoning so that any future development on the site would have to reflect current setbacks.

Mr. Rast stated this was something that had been done in the past and pointed to a residential tract on Peachtree Parkway that was rezoned to R-22 but was required to meet R-43 setbacks. This rezoning to LUI would allow them to subdivide the property, but any future development would have to comply with the more stringent requirements. Mr. Destadio thought this could be added as the fourth condition of approval.

Mr. Daily asked whether there were any foreseeable challenges (such as maintenance) with having parking span property lines. Mr. Rast understood

there were inter-parcel agreements relative to the percentage of maintenance costs and who would be responsible. Details relative to shared stormwater and other utilities, cross easements, cross access easements, parking, etc., would be written into the deeds of the two ultimate property owners. He noted this was not uncommon.

Mr. Destadio asked Mr. Pinover if he understood the conditions that were recommended as part of this approval. Ms. Wojcik's recommendation that any future development of the property have additional restrictions would be added to Staff's original conditions of approval.

Mr. Pinover did not consider this a problem. The only development that would take place would be if the purchaser of the rear two buildings decided to transfer a number of their other operations from upstate New York. Ms. Wojcik clarified that the commissioners were not opposed to their doing that. They just wanted any development to follow current guidelines rather than those that were in place when Panasonic was first developed.

After discussion, a motion was made by Mr. Conner, seconded by Ms. Wojcik, and unanimously adopted that the request from Panasonic North America to rezone their 60-acre tract from GI to LUI to allow subdivision of the overall property into smaller tracts be forwarded to City Council with a recommendation for approval subject to the following understandings and conditions:

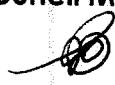
1. The Applicant shall continue to coordinate with City staff to ensure all applicable notes are included on the final subdivision plat prior to recording.
2. The Applicant shall provide an easement in favor of the City of Peachtree City of no less than 50' in width along the rear property line. The purpose of this easement is to accommodate the future construction of a multi-use path within the existing sanitary sewer easement along the rear property line.
3. It is understood that approval of the rezoning shall not include approval of any site enhancements or improvements, and that any site enhancements or improvements shall follow the established site plan review process.
4. Any future development or redevelopment shall meet the current GI zoning requirements.

Mr. Rast noted that this item would be on the City Council agenda on November 7, 2013.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Community Services Director

FROM: Planning and Zoning Administrator 

DATE: October 31, 2013

SUBJECT: Consider Amendments to Vegetation Protection and Landscape Requirements Ordinance
November 7, 2013 City Council meeting

Recommendation:

That Council adopt the Alternative Compliance ordinance as proposed.

Discussion:

Staff has been working with the Planning Commission in an effort to develop an off-site tree planting program. The program would allow a developer to request that he be permitted to plant canopy and/ or understory trees off-site to satisfy the established tree replacement requirements.

Based on our discussions and from researching similar programs from other jurisdictions, Staff has developed the attached ordinance amendment for consideration. The amendment would add Section 1115 to Division 3, Landscape Plan Procedures for Retail, Commercial and Industrial Properties, and would be known as the alternative compliance ordinance.

An Applicant would be able to request consideration of off-site planting during the review and approval of a landscape plan for a particular development. All requests would ultimately be presented to and approved by the Planning Commission.

The program would be administered by the City Landscape Architect in conjunction with the Community Services Director, the Public Services Director and the Recreation Administrator as appropriate.

Budget impact:

There are no budget impacts associated with this request.

**AN ORDINANCE TO AMEND ARTICLE XI, DIVISION 3. LANDSCAPE PLAN
PROCEDURES FOR RETAIL, COMMERCIAL AND INDUSTRIAL PROPERTIES,
OF THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE
SPECIFICALLY TO ESTABLISH PROVISIONS FOR ALTERNATIVE COMPLIANCE
TO MEET TREE REPLACEMENT REQUIREMENTS,
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 Division 3. Landscape Plan Procedures for Retail, Commercial and Industrial Properties, be amended to add Section 1115 alternative compliance as follows:

Section 1115. Alternative compliance.

(a) Overview.

In those instances where the available land within a project site cannot bear the total number of canopy and/ or understory trees required by this ordinance, the city hereby establishes an alternative compliance program. Alternative compliance shall be limited to an off-site planting program as described herein.

(b) Consideration of alternative compliance shall adhere to the following guidelines:

1. All canopy and understory trees that can reasonably be planted on a project site shall be provided. The remaining trees shall be considered for alternative compliance.
2. In no instance shall more than fifty (50) percent of the canopy and understory trees required by this ordinance be met through alternative compliance.
3. Requests for alternative compliance shall be considered as a part of the established landscape plan review process.

(c) Off-site planting program.

Off-site planting provides an opportunity to utilize canopy and understory trees to re-vegetate city-owned property, open space, recreation facilities and road rights-of-way. Off-site plantings shall be permitted on city-owned property only. Locations for off-site plantings and species of trees shall be identified by the City Landscape Architect prior to preparation of the off-site planting plan.

Off-site planting shall be considered in accordance with the following guidelines:

1. An off-site planting plan shall be provided as a part of the landscape plan submittal package, and shall include, at a minimum, the location, species

and size of all trees proposed to meet the established tree replacement requirements.

2. The landscape plan and the off-site planting plan shall be reviewed and approved by the City Landscape Architect and the Planning Commission as a part of the landscape plan approval process.
3. Off-site plantings shall be installed in accordance with current American National Standards Institute (ANSI) guidelines and procedures.
4. The Applicant shall guarantee all off-site plantings in accordance with the maintenance criteria and plant guarantee requirements identified herein.
5. All off-site plantings shall be installed and approved by the City Landscape Architect prior to the issuance of a certificate of occupancy as described herein.
6. The following note shall be provided on the approved off-site planting plan:

The plant material identified on this plan was approved by the City Landscape Architect and the Planning Commission in accordance with the city's off-site planting program. Along with the approved landscape plan, it is understood this off-site planting fulfills the tree replacement requirements for the _____ development located at _____ as established by the city's landscape ordinance. This off-site planting plan shall be attached to the approved landscape plan and shall be maintained by the City Landscape Architect.

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 _____ 2013.

Donnie O. Haddix, Mayor

Attest:

City Clerk

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 14, 2013**

NEW AGENDA ITEM

**10-13-04 Consider Proposed Amendment to the Landscape Ordinance
to establish criteria for alternative compliance.**

Mr. Destadio stated that this was in fact the Tree Ordinance the Commissioners had been working on, with a more appropriate name.

Ms. Wojcik did not see anything in the ordinance about increasing the caliper requirements. Mr. Rast stated that was because the revisions were being broken down into smaller components rather than taking the whole ordinance to City Council. Ms. Wojcik said the big component to her was increasing the caliper. The Planning Commission had approved a lot of landscape plans, and they had all been approved under the old ordinance. Increasing the caliper requirements had been brought up in the spring, and it was almost November and she still was not seeing anything on the agenda the Commission could vote on. This was very frustrating to her.

Mr. Destadio confirmed that the proposed ordinance did not completely replace the old one but did include the alternative language requested by the Commissioners. Mr. Rast said that was correct. He noted the wording was different than what was provided but had been revised so it would be consistent with the wording that was in the ordinance.

As had been done in the past, similar programs related to the establishment of a tree bank or tree planting program in Kennesaw, Roswell, and several other communities had been researched. Mr. Rast explained that based on discussions at previous Planning Commission meetings and this research from other jurisdictions, Staff had prepared an amendment that would allow a developer to request consideration of alternative compliance with the tree replacement requirements. He was recommending this become a separate section, specifically Section 1115, under Division 3, Landscape Plan Procedures for Retail, Commercial and Industrial Properties.

Mr. Rast further stated that on the landscape plans that were approved at this meeting, the tree replacement was based on the total amount of impervious surface on the site. In the past several months, developers had requested credit for trees that might or might not be candidates for tree credit. That had been a concern of the Planning Commission. The possibility of providing an opportunity to use landscaping required on developed sites to supplement or add plantings

to city-owned property such as parks, roadways, open space, etc., had been discussed. This proposed ordinance was consistent with these discussions. The suggestions made at this meeting would be incorporated into a proposed ordinance and would be taken to City Council for approval.

Mr. Destadio pointed out that this was a section of the ordinance. If approved, they still were not changing the ordinance which was Ms. Wojcik's concern. She wanted to look at caliper size, etc., and did not understand why it was taking five to six months to get this.

Mr. Rast pointed out that the Planning Commission had gone through a lengthy process just a couple of years ago to rewrite the entire landscape ordinance. This was at the direction of City Council and had been adopted. He noted that City Council had not asked Staff or the Planning Commission to rewrite the entire ordinance so he was breaking the suggested recommendations into smaller components so they could be taken to Council one at a time, rather than as an entire ordinance that they might or might not adopt.

Mr. Destadio suggested approving this section, with any changes, and addressing caliper size at a separate time. This was Mr. Rast's recommendation also and was what he had heard at the Georgia Urban Forestry Conference he attended recently. Mr. Destadio supported Ms. Wojcik's request but also thought City Council would have some concerns that would have to be addressed. Mr. Destadio was pushing to try to get the tree bank added to the ordinance.

Ms. Wojcik did not have a problem voting for the tree bank. However, if the other things that were put forth earlier this summer would have been broken into more digestible pieces three months ago, Council could have weighed in on them by now. It upset her every time the commissioners approved a landscape plan under the requirements of the current ordinance.

Mr. Destadio asked that this be noted for the record. He would like to see if something could be approved even though it would be bits and pieces. When this was first proposed, it was suggested that developers be required to re-plant a certain number of trees. Currently, when a site could not handle the number of trees required, the city was not taking advantage of the opportunity to plant trees in other areas that needed them, particularly in parks and on Peachtree Parkway.

Mr. Destadio also noted that this item had been removed from the last Planning Commission agenda because of concerns about how the money would be managed. He did not think this was necessary. If the weather would not permit a developer to plant a certain number of trees, they could post a bond as was currently required. He noted that when the Planning Commission initially made the suggestion about planting trees off-site, it was not a financial consideration. He suggested eliminating the last paragraph which required the Finance Department take the money.

Mr. Rorie agreed that the goal was to plant the trees, not collect the money. He gave an example of how well the bonding had worked on a landscape plan just a couple of months earlier.

Mr. Rast explained how current the bonding process worked and read that portion of the ordinance. Mr. Destadio thought that, instead of the Fund administration section, reference should be made to the section of the ordinance that described the bonding process.

Mr. Conner had no problems with the bond as the developers would want their certificates of occupancy. He did not care how the fund was administered. If everyone was happy with the way it was worded, he was too. As far as the value of the trees, this was great for today and probably three to four years down the road. However, he did not think it was a good idea to establish a static cost for situations that might rise in 5 to 20 years.

Ms. Wojcik thought the tree fund program should be eliminated.

Mr. Rast stated that the way the ordinance, as written, allowed the city to determine the value of the trees. Those values were based on current standards established by the American National Standards Institute (ANSI).

Mr. Conner thought alternative compliance should only be through off-site planting. He asked whether Ms. Wojcik could expect to have something that addressed caliper size at the November meeting. Mr. Rast said she could. Mr. Destadio said at the meeting in November, they would look at the edits Ms. Wojcik had provided as well as any comments or concerns from Staff.

Mr. Rast and Mr. Destadio agreed that the most efficient way to handle this was to strike the funding and any Finance or auditor involvement. They thought City Council would probably have had some concerns with this anyway. Mr. Rast added that when trees were planted on city property, Staff would have to work with Finance to establish a value for them because they would become an asset to the city. This would not need to be in the ordinance though. Mr. Destadio asked whether, at some point, a map would be developed indicating where these trees would go. Mr. Rast said it would.

Mr. Destadio pointed out that if the Commission approved this tonight, it could go to Council in this piecemeal fashion. He did not think this was ideal but it was making progress.

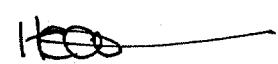
Mr. Rorie pointed out that the Council agenda was set by the City Manager and City Council, not by Staff. Staff would make a recommendation but could not say at which meeting it would be heard. Mr. Rast said he would put this amendment in ordinance format and forward it to the Planning Commission before sending it to City Council.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jim Pennington, City Manager 
Paul Salvatore, Financial Services Director P.S.
Kelly Bush, Assistant Financial Services Director KB
Angela Egan, Purchasing Agent 

FROM: H.C."Skip" Clark II, Chief of Police 

DATE: November 1, 2013

SUBJECT: Police Department Record Manage System (RMS) - Replacement
November 7, 2013, City Council Meeting

Recommendation:

Staff recommends that the City Council authorize the purchase of a new Records Management System (RMS) from Spillman Technologies, Inc., as a Sole-Source Provider.

Discussion:

Our present records management system is over fifteen years and is dated and inadequate for our present and future needs. We have identified the need to replace our current records management system in our five year plan for several years now, but due to budget restraints we were able to delay it until now. Other agencies in the county were in the same situation as we were with their respective record management systems. The Fayette County Sheriff's Office was the first to replace their system several years ago with Spillman Technologies, Inc. Since then the County E911 Communication Center has purchase a new Computer Aided Dispatch system from Spillman Technologies and just recently Fayetteville Police Department has purchased Spillman Technologies, Inc., as their new Records Management System.

The City of Peachtree City will realize a number of significant benefits by transitioning to the Spillman solution. The following criteria are considered essential to our upgrade, and it is believed that no other vendor in the industry can meet them as well as Spillman which is why we are requesting a Sole-Source Purchase:

System Integration - One of the most dynamic advantages of the Spillman system is that the technology captures, links, and reports data using a unified, single-source database. That information is then populated and referenced throughout the entire system, creating immediate and seamless access to information for all users at all times. Because of this integration, duplicate data entry is prevented at every level, which enhances user efficiency, improves data accuracy, and amplifies officer safety.

Spillman will give us the ability to seamlessly integrate data with other software systems in the county including Fayette County Sheriff, Fayetteville PD and Fayette County 911. By not having the ability to integrate with other entities within the county, our department has been missing out on key functionality that would greatly enhance public safety, drastically improve our agency efficiency, and increase officer safety.

Enhanced Mobile Capabilities - Spillman has demonstrated to Peachtree City its full mobile capabilities and address the three main needs of the department, namely Single-Source Searching, Automatic Field Reporting, and Work Flow. The Spillman's Message Center further illustrates the system's depth of integration and optimum efficiency. This functionality is only available if Peachtree City leverages the current technology (Spillman Technologies) already in place at Fayette County 911. Using another vendor would require complex and costly interfaces.

We have found no other provider has the ability to seamlessly integrate with the other county and city entities. This process has resulted in our endorsement of purchasing Spillman not only for the best interests of the City but for the community as a whole.

Budget Impact:

Staff recommends purchasing of the new Records Management System from Spillman that would included all necessary software and professional services for \$265, 371. The ongoing maintenance with be \$22, 991 and will not start until October 1, 2016.



Peachtree City PD



Purchase and License Agreement

Spillman®

Purchase and License Agreement

Table of Contents

Purchase and License Agreement.....	1
Section 1: Definitions.....	1
Section 2: Purchases of Professional Services and Third Party Products	2
Section 3: License	2
Section 4: Scope of Rights.....	3
Section 5: Fees and Payments	3
Section 6: Support	4
Section 7: Customer Responsibilities.....	4
Section 8: Proprietary Protection and Restrictions.....	4
Section 9: Confidential Information.....	5
Section 10: Utilities; Restrictions on Usage	5
Section 11: Limited Warranty and Limitation of Liability; Indemnification	6
Section 12: Term of Agreement; Termination.....	7
Section 13: Miscellaneous.....	8
Exhibit A Maintenance and Support Agreement	11
Section 1: Definitions.....	11
Section 2: Eligibility For Support.....	12
Section 3: Scope of Services.....	12
Section 4: Services Not Covered by this Support Agreement.....	13
Section 5: Obligations of Customer	14
Section 6: Spillman Application Administrator Requirements	15
Section 7: Fees and Charges.....	15
Section 8: Termination	16
Section 9: General.....	17
Exhibit B Public Safety Software Implementation Statement of Work ("SOW").....	19
Introduction and Purpose	20
Project Objectives.....	20
Change Management Procedures	21
Project Assumptions and General Responsibilities	21
Project Tasks and Responsibilities	23
Overview of Milestones.....	23
Exhibit C Purchase Agreement	41

Purchase and License Agreement

This Purchase and License Agreement (the "Agreement") is made and entered into effective as of the date this Agreement is signed by both parties below (the "Effective Date"), and is by and between:

Spillman Technologies, Inc. ("Spillman")
4625 Lake Park Blvd.
Salt Lake City, UT 84120

and

Peachtree City PD ("Customer")
350 Old State Highway 74
Peachtree City, GA 30269

Customer desires to purchase from Spillman licenses for certain Spillman software, professional services, maintenance services, and third party hardware, software and services, as set forth in Exhibit C, and Spillman desires to sell such licenses, services and products to Customer, pursuant to the terms and conditions of this Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **"Confidential Information"** means any non-public information provided by either party to the other in connection with this Agreement, including the Software, Spillman's pricing, future product plans, trade secrets; know-how; a party's non-public business and financial information; Customer lists; and any written materials marked as confidential and any other information, including visual or oral information, which reasonably should be understood to be confidential. Confidential Information does not include information that a party can prove: (a) is now or later becomes generally available to the public without fault of the party who received such information; (b) was rightfully in the receiving party's possession prior to its disclosure by the disclosing party; (c) is independently developed by the receiving party without the use of any Confidential Information of the disclosing party; or (d) is obtained by the receiving party without obligation of confidentiality from a third party who has the right to disclose it. Additionally, the receiving party may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, provided that it gives the disclosing party prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Spillman to Customer.
- 1.3 **"Software"** means the package of Spillman computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, identified in Exhibit C or subsequently licensed by Customer pursuant to the terms of this Agreement. Software also includes all Utilities, modifications, new Releases and Enhancements (as defined in Exhibit A). Software specifically excludes third party software not developed by Spillman, but that might be used in conjunction with the Spillman software, such as word processors, spreadsheets, terminal emulators, etc.

- 1.4 **"Spillman Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Spillman, pursuant to the procedures set forth in Section 6 of Exhibit A, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Software.
- 1.5 **"Utilities"** means the software utilities and tools provided by Spillman as part of the Software, including Spillman's XML Query, ODBC interface and implementation code, ctpperl, dbdump, and dbload, as well as any other software utilities provided by Spillman in connection with the Software.

Section 2: Purchases of Professional Services and Third Party Products

- 2.1 **Professional Services.** Customer agrees to purchase the Spillman professional services listed in Exhibit C.
- 2.2 **Third Party Products.** Customer agrees to purchase from Spillman the third party products identified in Exhibit C. Spillman makes no warranties with respect to such third party products, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

Section 3: License

- 3.1 **Grant of License.** In consideration of the payment of the license fees set forth in Exhibit C, Spillman grants Customer a nonexclusive, non-transferable license to use the Software, subject to the terms of this Agreement (including the restrictions with respect to Utilities set forth in Section 10).
- 3.2 **Ownership.** Spillman's Software and all related documentation and materials provided by Spillman are licensed (not sold) to Customer. Spillman retains sole and exclusive ownership of all rights, title, and interest in and to the Software, all related materials, and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the licenses expressly granted to Customer herein by Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception or development of any part of the Software, including enhancements or customized Software. The Software may also include third party software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Customer and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Software. This Agreement does not provide Customer with title or ownership of the Software or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances.

Section 4: Scope of Rights

- 4.1 **Location of Software.** Customer may install and use the Software only in Customer's own facility. Customer shall give Spillman two (2) weeks prior written notice if the location of Customer's facility changes.
- 4.2 **Customer Use Only.** Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement.
- 4.3 **Copies.** Customer may make one copy of the Software in machine-readable, object code form, for backup and archival purposes only, provided that Spillman's copyright notice is included. Such backup copies shall not be used for productive use, except to the extent required if the primary Software installation is not functioning. Customer may reproduce (photocopy) Software Documentation according to Customer's needs for the authorized use of the Software. Customer may not distribute any of the Documentation for use outside of Customer's primary place of business.
- 4.4 **Shared Agency Arrangements.** If Customer and another agency (the "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Spillman will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional Exhibit. Spillman will bill Customer directly for the applicable license fees, and Customer agrees to be responsible for timely payment of such invoices. Customer shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance by the Shared Agency.

Section 5: Fees and Payments

- 5.1 **Fees.** The license fee for the Software and the price for all services and third party products purchased by Customer from Spillman are specified in Exhibit C. All invoices are payable within thirty (30) days of the date of the invoice. Customer must pay such fees directly to Spillman according to the agreed payment terms set forth in Exhibit C. All license fees for the Software must be paid to Spillman upon execution of this Agreement and prior to delivery of the Software.
- 5.2 **Taxes.** Customer is solely responsible for the payment of any and all taxes resulting from this Agreement and its purchase of the products and services described herein (excluding taxes on Spillman's net income). If Customer is a tax-exempt organization, Customer will provide Spillman with documentation required by the taxing authority to support such exemption.
- 5.3 **Late Payments.** If Customer fails to pay any amounts owed when due, Spillman may assess interest at one-and-one-half percent (1.5%) per month on all overdue amounts, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees, whether or not a suit is instituted.

Section 6: Support

- 6.1 Spillman will provide maintenance and support services to Customer with respect to the Software, pursuant to the terms of the Support Agreement attached as Exhibit A hereto.

Section 7: Customer Responsibilities

- 7.1 **Spillman Application Administrator.** Customer is responsible for designating a Spillman Application Administrator who is qualified to operate the Software on Customer's own equipment, has been certified as set forth in Exhibit A, and is familiar with the information, calculations, and reports that serve as input and output of the Software. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Software.
- 7.2 **Additional Components.** Other components (hardware and/or software) may be required for the use of the Software. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.
- 7.3 **Proper Environment.** Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate.
- 7.4 **Data Conversion Services.** Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Customer's data files for use with the Software.
- 7.5 **Improper Use.** Customer shall use reasonable efforts to prevent its employees and independent contractors from making unauthorized copies of the Software or improperly using the Software. If Customer discovers any such problems, it will promptly notify Spillman and take commercially reasonable actions to resolve the problem as soon as reasonably possible.

Section 8: Proprietary Protection and Restrictions

- 8.1 **Third Party Access and Queries.** Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Customer's internal business purposes, and Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.
- 8.2 **Restrictions.** Customer may not use, copy, modify, rent, share, or distribute the Software (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Customer may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Software.
- 8.3 **Competitive Use.** Customer may not utilize or permit a third party to access or utilize any part of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Spillman's

products or services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

- 8.4 **No Service Bureau, Etc.** No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Customer may not install the Software in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).
- 8.5 **Inspection.** Customer hereby authorizes Spillman to enter Customer's premises in order to inspect the Software in any reasonable manner during regular business hours, with or without prior notice, to verify Customer's compliance with the terms of this Agreement.

Section 9: Confidential Information

- 9.1 **Confidentiality Terms.** Each party shall keep confidential all Confidential Information provided to it by the other party, and shall not use such Confidential Information for any purpose other than the proper purposes of this Agreement. A party may disclose Confidential Information only to its employees and contractors who need to know such information, and who are bound to keep such information confidential. Each party shall give the other party's Confidential Information at least the same level of protection as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.
- 9.2 **Restrictions on Disclosure.** Customer must not disclose the Software, its Documentation, or any other Spillman documentation, (i) to any competitor of Spillman, or (ii) to any other third party unless it has a need to know such information for the proper purposes of this Agreement.

Section 10: Utilities; Restrictions on Usage

- 10.1 **Utilities.** Spillman provides certain software Utilities as part of the Software. Spillman may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.
- 10.2 **Use of Utilities.** Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Except as expressly set forth below, Customer is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Customer is permitted to use the "write" feature of the ODBC interface to write to or modify the database; however, due to the potential for data corruption and system slowdown or damage, Customer agrees that it does so solely at its own risk.
- 10.3 **Disclaimer.** Spillman is NOT responsible for any breach of warranty, damages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Spillman) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 11: Limited Warranty and Limitation of Liability; Indemnification

- 11.1 **Functionality.** Spillman warrants, for Customer's benefit alone, that the Software conforms in all material respects to the specifications for the current version of the Software provided by Spillman, beginning upon the earlier of (i) the date of Customer's cutover to live operation of the Software (Go-live); or (ii) twelve (12) months after the Effective Date, and ending twelve (12) months thereafter (the "Warranty Period"). This warranty is expressly conditioned on Customer's observance of the operation, security, and data-control procedures set forth in the Documentation included with the Software.
- 11.2 **Limitations.** Spillman is not responsible for obsolescence of the Software that may result from changes in Customer's requirements. The warranty in Section 11.1 shall apply only to the most current version of the Software issued by Spillman from time to time. Customer must notify Spillman of any warranty issues or breaches within the Warranty Period; after the end of the Warranty Period, Software errors and defects will be handled under Exhibit A (Maintenance and Support Agreement). Issuance of updates does not result in a renewal or extension of the Warranty Period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from third party hardware or software malfunction or defect; modification of the Software by any person other than Spillman, or defects or problems that are outside the reasonable control of Spillman. Customer will reimburse Spillman for its reasonable time and expenses for any services provided at Customer's request to remedy excluded non-performance issues. Additionally, Spillman is not responsible for any problems or errors with the Software or Customer's system resulting from use of the ctpertl or dbload Utilities in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.
- 11.3 **Remedies.** As Customer's exclusive remedy for any material defect in the Software for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Spillman's liability shall be limited to the amount paid as the license fee for the defective or non-conforming module of the Software. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Software if Customer has made any changes whatsoever to the Software, if the Software has been misused or damaged in any respect, or if Customer has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discovery thereof.
- 11.4 **Limitation of Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.
- 11.5 **Limitation of Liability.** TO THE EXTENT PERMITTED BY GA LAW. THE CUMULATIVE LIABILITY OF SPILLMAN AND ITS LICENSORS TO CUSTOMER FOR ALL CLAIMS RELATING TO THE SOFTWARE AND THIS AGREEMENT, INCLUDING ANY CAUSE OF

ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES PAID TO SPILLMAN HEREUNDER. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. Spillman shall have no liability for the loss of data or documentation, it being understood that Customer is responsible for reasonable backup precautions.

11.6 Limitation of Damages. TO THE EXTENT PERMITTED BY GA LAW. IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

11.7 Indemnification. Spillman agrees to defend Customer against any and all third party claims, demands, lawsuits or legal actions arising out of any actual or alleged infringement of any trademark, copyright, trade secret, or U.S. patent by the Software, and Spillman will pay any damages, costs and expenses (including reasonable attorneys' fees) finally awarded in such action or paid to settle the action. Spillman will not be required to indemnify Customer unless (i) Customer promptly notifies Spillman of any such claim; (ii) Customer gives Spillman sole control of the defense and all settlement negotiations, and the authority to represent Customer in defending the claim; and (iii) Customer provides Spillman with any information and assistance that Spillman reasonably requests in defending against the claim. Customer may, at its option and expense, be represented by separate counsel in any such action. If a court or other legal authority finds that any part of the Software infringes on a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Software so it is no longer infringing, or to provide to Customer substitute software that is non-infringing; provided that if in Spillman's judgment such options are not commercially reasonable, Spillman may terminate the license for the Software or the infringing portion thereof upon written notice to Customer. Spillman will have no liability for infringement arising out of modification of the Software by any party other than Spillman, use of an outdated version of the Software, or the combination or use of the Software with any other software, hardware, equipment, product, or process not furnished by Spillman, if use of the Software alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. This Section 11.7 states Spillman's entire obligation with respect to any claim for infringement or misappropriation of any third party intellectual property rights.

Section 12: Term of Agreement; Termination

12.1 Term of Agreement. Customer's license of the Software shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated as provided herein.

12.2 Support Required. Customer is required to continue purchasing support and maintenance services from Spillman throughout the term of this Agreement, as a condition to the license of the

Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software.

- 12.3 Termination without Cause.** Customer may terminate this Agreement at any time upon ninety (90) days' prior written notice to Spillman, without cause, subject to any outstanding obligations and financial commitments of Customer under this Agreement (e.g., Customer's obligation to pay license fees is not rescinded by such termination).
- 12.4 Termination for Cause.** Either party may terminate this Agreement, in addition to seeking any other available remedies, if the other party breaches any material term of this Agreement (including Exhibits A or B) and does not correct such breach within thirty (30) days following written notice of the breach from the other party. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement. In addition to or in lieu of termination, a party may seek any other remedies that may be available at law or in equity.
- 12.5 Effect of Termination.** Upon termination of this Agreement, all rights granted to Customer will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Spillman, all copies of the Software in Customer's possession (whether modified or unmodified), and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). Customer agrees to certify Customer's compliance with such obligation upon Spillman's request. Customer will permit Spillman to repossess the Software and any products sold hereunder for which Customer has not fully paid the purchase price. If Customer has any outstanding payment obligations under this Agreement, Spillman may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum. The terms of Sections 2.2, 3.2, 5.2, 5.3, 9, 10.3, 11.4, 11.5, 11.6, 11.7, 12.5 and 13 shall survive termination or expiration of this Agreement.

Section 13: Miscellaneous

- 13.1 Entire Agreement – Amendment.** This Agreement, together with its exhibits, which are attached hereto and incorporated herein by reference, constitutes the complete agreement between the parties with respect to the Software and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party.
- 13.2 Assignment.** Customer may not assign or transfer this Agreement or any of its rights or duties hereunder to any third party without Spillman's prior written consent.
- 13.3 Governing Law.** This Agreement will be governed by the laws of the state of Georgia, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Georgia state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party.
- 13.4 No Waiver.** Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or

default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

- 13.5 Injunctive Relief.** Customer acknowledges that, in the event of Customer's breach of any of the confidentiality terms or scope of use restrictions in this Agreement, Spillman will not have an adequate remedy in money or damages. Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.
- 13.6 Limitation of Actions.** No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within three (3) years the date of the last payment was received by Spillman.
- 13.7 Notices.** Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.
- 13.8 Severability.** If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.
- 13.9 Force Majeure.** A party shall be excused from delays or failure to perform its duties, other than payment obligations, to the extent such delays or failures result from acts of nature, riots, war, acts of public enemies, fires, epidemics, labor disputes, or any other causes beyond its reasonable control. The parties will promptly inform and consult with each other as to any of the above causes that in their judgment may or could be the cause of a substantial delay in the performance of this Agreement. Either party may, in its discretion, terminate this Agreement if a delay in performance by the other party exceeds or is reasonably expected to exceed six (6) months.
- 13.10 Export.** In the event export of the Software is expressly permitted in writing by Spillman, Customer may only export the Software (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Software may not be exported into any country where such export is prohibited by law, regulation, or governmental order.

SPILLMAN DESIRES THAT CUSTOMER BE CONFIDENT THAT THE SOFTWARE WILL SUIT CUSTOMER'S NEEDS. ALTHOUGH CUSTOMER MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE SOFTWARE WITH CUSTOMER AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, CUSTOMER ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE CUSTOMER'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE SOFTWARE, CUSTOMER FINDS THE SOFTWARE TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below. This Agreement is not effective, and the license of the Software will not commence, until it has been executed by an authorized representative of both Customer and Spillman.

Accepted and Approved by:

Customer: City of Peachtree

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: **Vice President**

Date: _____

Exhibit A

Maintenance and Support Agreement

This Maintenance and Support Agreement (the "Support Agreement"), dated effective as of the date this Agreement is signed by both parties below, is by and between Spillman Technologies, Inc. ("Spillman") and _____ ("Customer"). In connection with the Purchase and License Agreement between the parties (the "License Agreement"), Customer desires to purchase from Spillman certain maintenance and support services for the Software. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the License Agreement.

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: Definitions

- 1.1 **Coverage Hours.** The hours between 8:00 a.m. and 5:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Spillman.
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Software.
- 1.3 **Error.** Any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.
- 1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.5 **Releases.** New versions of the Software, including all Error Corrections and Enhancements.
- 1.6 **Response Time.** Six (6) or less Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.
- 1.7 **Support Term.** The Initial Support Term together with all renewal terms of this Agreement. The Initial Support Term will be for the twelve (12) month period of the Warranty Period, as defined in Section 11.1 of the License Agreement. Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

- 2.1 Spillman's obligation to provide the support and maintenance services described in this Support Agreement with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Support Agreement any of the following requirements are not met:
 - 2.1.1 The License Agreement must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform approved by Spillman; and
 - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator in order to continue receiving support services or increase Customer's support fees, if Spillman reasonably determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Support Term, Spillman shall render the following services in support of the Software, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Support Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Software. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Software other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Exhibit C.

- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.
- 3.6 Exporting data from the Spillman database and/or importing data to the Spillman database via the XML Query Server or the Spillman Interface System for the purpose of interfacing with COBAN Technologies' Video Management Software. COBAN Technologies will use exported data to query and display information pertinent to the facility where deployed. All exported data is retained at and in control of the facility at all times unless authorized by the facility for the purpose of this interface.
- 3.7 Courtware will have the ability to obtain any necessary data field or element to import through the Spillman XML query server. The XML Query Server is a server application that runs along-side the SPILLMAN database application. The XML Query Server accepts requests and sends responses, similar to the way a web server operates. To the outside world, the XML Query Server is an interface into the SPILLMAN database.
- 3.8 When Spillman develops integrated accident and citation software, these upgrades will be provided to Peachtree City at no cost. Peachtree City will be responsible for any necessary training.

Section 4: Services Not Covered by this Support Agreement

The services identified in this section are specifically NOT covered by this Support Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products. Spillman may in its discretion provide first-line support for third party software; if not, Spillman will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system.
- 4.4 Any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any software not specifically licensed by Spillman to Licensee for use in connection with the Software. Any assistance provided by Spillman in resolving such problems shall be charged to

Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Agreement, and/or loss of rights to upgrades under this Support Agreement.

- 4.5 Any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.6 Support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- 4.7 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.8 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 Onsite service visits to Customer's facility.
- 4.10 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

- 5.1 Customer must maintain and provide, at no cost to Spillman, access to broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 A representative of Customer's IT department must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman.

- 5.5 Customer is responsible for providing all network and server security.
- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Software became apparent.

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated administrator must meet the following requirements in order to certify at the basic level:
 - 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:
 - i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. If applicable, UNIX Fundamentals Training (AIX, or HP-UX),
 - iv. Basic System Administration, and
 - v. Spillman training applicable for the Spillman applications used by Customer.
 - 6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.
- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.
- 6.3 Contact information for the Spillman Application Administrator(s) must be recorded in Appendix 1 of this Support Agreement. Appendix 1 must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix 1 will require that a new Appendix 1 be completed, signed and filed with Spillman.
- 6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix 1 on file with Spillman, will be refused.
- 6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee, as set forth in Exhibit C, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in Exhibit C, are charged the day after the end of the Initial Support Term, as defined in Section 1.7. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Support Agreement.

- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.
- 7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.
- 7.6 Additional Support Fees may be required by Spillman if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 4.4 of the License Agreement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred.

Section 8: Termination

- 8.1 This Support Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 8.2 Either party may terminate this Support Agreement as follows:
 - 8.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Agreement at the end of such Support Term; or
 - 8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Agreement and the offending party has not cured such breach within the 30-day notice period.
- 8.3 Following termination of this Support Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

- 9.1 The terms of Section 11: Limited Warranty and Limitation of Liability; Indemnification and Section 13: Miscellaneous of the License Agreement are hereby incorporated into this Support Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Customer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

Spillman Technologies, Inc.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit B
Public Safety Software Implementation
Statement of Work ("SOW")

Between

Spillman Technologies, Inc.
("Spillman")

And

Peachtree City Police Department
("Customer")

This information is the property of Spillman and is provided on a confidential and restricted basis. This information shall not be disclosed outside of Customer organization and shall not be duplicated, used, or disclosed in whole or in part for any reason other than to evaluate this SOW.

Introduction and Purpose

Spillman provides comprehensive public safety software for police departments, sheriff's offices, fire departments, communication centers and correctional facilities. Under the guidance and participation of Customer, Spillman will facilitate the delivery and implementation of its integrated software solutions, which includes all purchased products and services in the Purchase and License Agreement.

Together, the integrated software solutions are referred to as the "System."

Spillman is committed to building a lifelong partnership with Customer by providing professional project management assistance through implementation, account management, technical support, and both initial and ongoing training. Spillman will provide Customer with the software tools and services to implement a system that provides for the storage, retrieval, retention, manipulation, and viewing of documents, or files pertaining to Customer operations.

This SOW guides the primary activities and responsibilities for the System's implementation. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Spillman and Customer will consider a task complete.

Project Objectives

Ongoing objectives of the Public Safety Software Implementation project:

- Provide a comprehensive public safety software solution to facilitate data management
- Provide the software and services necessary to enable interoperability and real-time data sharing
- Provide initial and ongoing system and application administration training to ensure proper setup and the efficient use of software modules
- Facilitate the implementation of data entry standards

Specific SOW objectives:

- Complete the project implementation plan
- Configure, set up, and install the server
- Install and configure core Spillman software modules
- Install and configure the external interfaces
- Provide onsite system setup consultation and application administration training
- Provide comprehensive end user training and assistance with code table set up
- Provide Go-live assistance

Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document ("Change Request"). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties' agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Spillman and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

Project Assumptions and General Responsibilities

Project Assumptions

- The Spillman System will be implemented in a Windows environment.
- Customer network is available and appropriately configured.
- Hardware is available that meets or exceeds Spillman's current hardware recommendations, is patched per Spillman's recommendations, and is appropriately configured.
- A TCP/IP-capable network is available for Spillman Mobile; specifically, a broadband wireless data network (3G or greater) or a similar high speed private network. At a minimum, wireless networks should accommodate average bi-directional data rates of 256 kbit/s (kilobits per second) between the mobile client and the Spillman server.
- Customer obtains State user and terminal ORIs in a timely fashion.
 - State/NCIC (StateLink) interface may not be ready for end user training; a live connection is not necessary for training exercises.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Spillman is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- Customer will provide appropriate technical and management resources to participate in the implementation as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Spillman Project Manager
- Participate in onsite project status meetings
- Respond to issues and concerns as communicated by the Spillman Project Manager
- Provide Spillman with Customer-approved project change requests
- Coordinate required Customer tasks and responsibilities with the Spillman Project Manager
- Manage all third party vendors for which Customer contracts facilitate project activities
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities
- Provide onsite and dedicated VPN remote access as required to facilitate installation and Spillman's continued system support
- Install Spillman application client on all computers
- Install Mobile application client on mobile computers
- Provide physical training facilities and supplies (e.g., projector, screen, whiteboard or equivalent) as well as personal computers required for training end users
- Ensure management and end user personnel are scheduled and available for training

Spillman Project Team Responsibilities

- Function as the liaisons with Customer's designated project manager
- Provide Customer with a project management plan, including a cut-over plan for Go-live
- Supply system test plans, setup, administration and configuration documentation, student manuals (training plans), and end user Documentation
- Manage all aspects of the implementation, including project communications
- Participate in the project planning and system setup
- Coordinate and schedule the delivery of all products and services provided by Spillman
- Conduct onsite project status meetings at Customer facility and attend all major project events including project kickoff meeting, project team training, and Go-live activities
- Facilitate the submission and approval of Customer change requests
- Provide responses and recommend resolutions to Customer issues
- Facilitate the server configuration and core system installation, and coordinate external interface installation
- Manage all third party vendors contracted by Spillman

Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Spillman and Customer will perform their respective tasks through a combination of onsite collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Overview of Milestones

- Conduct pre-implementation conference call
- Order hardware
- Order third party products
- Project analysis and planning
- Finalize project schedule
- Hold project kickoff meeting
- Develop data entry standards
- Conduct first onsite map training
- Install and configure hardware and operating system
- Install core Spillman application
- Configure StateLink/NCIC, E9-1-1, LiveScan, and other internal interfaces (as specified in the contract)
- Conduct project team training
- Conduct system administration training
- Conduct follow up map training and final map setup training
- Conduct end user training
- Cutover to live operations
- Perform site audit and analysis

Conduct Pre-Implementation Conference Call

Task Description

The Spillman project team will hold a pre-implementation conference call with Customer project team. During this meeting, Spillman will accomplish several objectives:

- Introduce the Spillman project team
- Exchange contact information with Customer project team
- Review list of purchased products and services of the project contract as well as the Scope of Work, if applicable
- Review hardware specifications with Customer

Deliverables

- Not applicable

Prerequisites

- Not applicable

Completion Criteria

This task will be complete after Spillman has conducted the pre-implementation conference call.

Spillman	Customer
Responsibilities • Conduct pre-implementation conference call	Responsibilities • Ensure Customer's project manager and project team participate in the pre-implementation conference call
Required Staff • Project manager • Salesperson • Systems engineer	Required Staff • Project manager • Project team as assigned by Customer

Order Hardware

Task Description

The purpose of this task is to order the hardware required for the Spillman system. Customer or Spillman (as specified in the Agreement) will be responsible for procuring the server needed to meet Spillman's hardware specifications, as well as dedicating/procuring a server for the solution's GIS component. Together, Spillman and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to Customer's location.

Deliverables

- Hardware recommendations

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete once the hardware has been ordered.

Spillman	Customer
Responsibilities • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations	Responsibilities • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
Required Staff • Project manager • Installation manager • Systems engineer	Required Staff • Project manager • IT personnel (as needed) • System administrator

Project Analysis and Planning

Task Description

Spillman's account trainer will assess the agency's communications, reporting methods, and general operations in order to understand how Customer currently conducts business. The purpose is to identify processes the software configuration must accommodate as well as processes that will likely change in order for the Spillman software to operate most effectively. Spillman's account trainer will also work with Customer staff to review current forms and identify possible changes for streamlining documents, forms, and daily operations in preparation for new system installation.

Spillman's account trainer will conduct a pre-installation training program including product demonstrations on most core system applications, as time permits. This training will give Customer's project team an opportunity to develop an understanding of the Spillman application and better understand tasks and responsibilities required for system Go-live. This process will also facilitate the work of Spillman and Customer's project team during final acceptance, and prepare Customer system administrator(s) for tasks such as building the code tables and configuring system applications and parameters.

Deliverables

- Spillman shall provide a written report identifying any deficiencies, changes, upgrades, etc. that it deems necessary for Customer to adequately prepare for the successful installation and use of the system.

Prerequisites

- Pre-implementation conference call

Completion Criteria

This task will be complete after Spillman concludes its observation of communications and general operations, conducts workflow and network analysis, and provides written report to Customer.

Spillman	Customer
Responsibilities • Observe communications, reporting methods, and general operations • Review current forms, identify changes, and assist in the design process • Conduct workflow and network analysis to identify any pre-existing conditions that may impede the ability to successfully install the system	Responsibilities • Allow Spillman's account trainer to observe operations • Make necessary changes to forms and documents • Participate in workflow and network analysis, verify/validate any recommendations and make adjustments/upgrades as needed • Submit change request(s) if necessary

Project Analysis and Planning

- Provide written report identifying deficiencies following network analysis
- Review necessary functional requirements for all required project interfaces

Required Staff

- Project manager
- Systems engineer
- Account trainer

Required Staff

- Project manager
- Project team (as assigned)
- IT personnel
- System administrator
- End users (as needed for observation activities)

Finalize Project Schedule

Task Description

Prior to signing the Agreement, Spillman and Customer may have developed a preliminary project schedule. During this task, the project managers from Spillman and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet face-to-face and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Spillman's project manager will then update the schedule.

The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Spillman's project manager.

Deliverables

- Final project schedule

Prerequisites

- Not applicable

Completion Criteria

This task will be complete when the parties agree upon the final project schedule; approval shall not be unreasonably withheld or delayed.

Spillman	Customer
Responsibilities • Lead Customer through a review of the project schedule • Update the project schedule	Responsibilities • Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
Required Staff • Project manager • Training coordinator	Required Staff • Project manager • System administrator • Department supervisors (as needed, for approving the schedule)

Hold Project Kickoff Meeting

Task Description

Spillman will conduct an onsite project kickoff meeting with Customer's project team. This meeting is held to meet several objectives:

- Review the Agreement and all project deliverables
- Present Spillman's project management methodology and approach
- Review data entry standards and provide an example for Customer to use in developing its own set of data entry standards
- Review the project schedule, focusing on the training schedule

Deliverables

- Onsite project kickoff meeting
- Project management plan (guide)
- Data entry standards

Prerequisites

- Signed Agreement

Completion Criteria

This task will be complete after Spillman conducts the project kickoff meeting.

Spillman	Customer
Responsibilities • Conduct project kickoff meeting • Provide materials	Responsibilities • Provide location for the project kickoff meeting • Provide information requested in checklists and completed needs analysis surveys • Ensure project team attends project kickoff meeting • Develop data entry standards before user training begins
Required Staff • Project manager	Required Staff • Project team

Develop Data Entry Standards

Task Description

Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the kickoff meeting, Spillman will provide and explain sample data entry standards as a starting point for Customer. Customer will need to revise the sample standards to meet its specific needs. Once standards have been established, Customer will be expected to formalize the policy as standard operating procedure for data entry tasks. Spillman will incorporate the data entry standards into end user training. Therefore, Customer must complete this task prior to end user training. Spillman is not responsible for project delays due to Customer not completing this task in a timely manner.

Deliverables

- Spillman-supplied sample data entry standard
- Final, Customer-defined data entry standards

Completion Criteria

This task will be complete after Customer develops formal data entry standards that Spillman can incorporate into end user training.

Spillman	Customer
Responsibilities • Provide sample data entry standards • Explain data entry standards	Responsibilities • Revise sample standards form to meet Customer's needs • Create formal policies and standard operating procedures to guide data entry tasks
Required Staff • Project manager • Account trainer	Required Staff • Project team

Install and Configure Hardware and Operating System

Task Description

After Customer receives the server hardware, Spillman's systems engineer will install the server at Customer site, and install and configure the operating system. The systems engineer will also help Customer configure the GIS server to accommodate Esri® Network Analyst, which is necessary if Customer wants routing and closest unit dispatching capabilities.

Deliverables

- Servers installed and configured

Prerequisites

- Addresses for servers and VPN identified
- Server location, equipment, and supply of power provided

Completion Criteria

This task will be complete when Spillman has installed and configured the Windows server and operating system, conducted initial tests of the equipment, corrected any material problems or deficiencies, and established connectivity to Spillman headquarters.

Spillman	Customer
Responsibilities • Install Windows server and operating system at Customer site • Configure database storage space allocation • Guide Customer through network configuration • Conduct initial tests of the equipment and correct any problems or deficiencies • Establish connectivity to Spillman headquarters	Responsibilities • Facilitate installation of Windows server • Configure network • Assist with establishing connectivity to Spillman headquarters
Required Staff • Project manager • Systems engineer	Required Staff • System administrator • IT department

Install Core Spillman Application

Task Description

After installing the servers and configuring the operating system and database storage, Spillman's systems engineer will install the core Spillman application and the Spillman side of interfaces. The systems engineer will configure the database environments and create the initial administrative user accounts.

Spillman will provide Customer with Mobile and Spillman client applications. Customer is responsible for installing the client application on the mobile and desktop computers.

Deliverables

- Installation of Spillman applications, as specified in the Agreement
- Installation of Spillman components of external interfaces
- Installation of Spillman Mobile client application

Prerequisites

- Hardware installed

Completion Criteria

This task will be complete when Spillman has installed the core Spillman applications, created the training user accounts and administrative accounts, initiated the installation of external interfaces, and performed the tests required for end user training and Go-live.

Spillman	Customer
Responsibilities • Install core Spillman applications • Configure databases (live and training) • Create administrative user accounts • Create training user accounts • Initiate installation of external interfaces	Responsibilities • Install Spillman client application on PCs • Install Spillman Mobile client application on mobile computers
Required Staff • Systems engineer	Required Staff • IT personnel • System administrator

Conduct Project Team Training

Task Description

Spillman will conduct a three-day training course for Customer's project team. Part of this training includes an overview of the purchased application. During the overview, Spillman will demonstrate the functionality of the various modules.

Deliverables

- Project team training

Prerequisites

- Server installation complete
- Training room set up with server connectivity

Completion Criteria

This task will be complete when the Project Team Training is completed.

Spillman	Customer
Responsibilities • Project team training (system overview) • Demonstrate Spillman application	Responsibilities • Provide appropriately equipped location for training • Ensure appropriate personnel attend project team training per the training plan
Required Staff • Project manger • Trainer	Required Staff • Project team • Trainer

Conduct System Administration Training

Task Description

Spillman will conduct the following system administration training courses:

- Specialist Spillman application administration (3 days)
- Module-specific training, as appropriate

System administration training includes training in how to set up, enter, and administer the operational and administrative code tables. Following training, Customer will be responsible for entering the code tables. Customer must enter data into the code tables before user training begins. Spillman will also provide training on setting up users and groups including the granting of system privileges.

Additionally, by this time, Customer should have a good draft of its data entry standards. During this training, Spillman will work with Customer to review and finalize the data entry standards. Following training, Customer will be responsible for formalizing policies regarding the data entry standards. This task must be complete before user training begins.

Deliverables

- System administration training per the training plan

Prerequisites

- Spillman application installation
- Project team training
- Customer completion of data entry standards

Completion Criteria

This task will be complete when Spillman has provided the system administration training per the training plan.

Spillman	Customer
Responsibilities • System administrator training • Module administration training • Code table setup training	Responsibilities • Provide properly equipped location for training • Ensure appropriate personnel attend training per the training plan • Finalize data entry standards • Enter code tables

Conduct System Administration Training

Required Staff

- Trainer

Required Staff

- Project manager (as needed)
- Project team
- System administrator
- IT personnel
- Department managers (as needed for code tables decisions)

Conduct Follow Up Map Training and Final Map Setup Training

Task Description

Spillman GIS trainers will conduct a follow up onsite training session to review the geofile map build and direct the necessary GIS modifications. These trainers will identify areas where the maps could be improved and assist Customer with any issues or problems it is experiencing.

Prior to Go-live, Spillman will conduct a final onsite training session to assist Customer in loading the map into the Spillman application.

Deliverables

- Onsite follow up map training
- Final onsite map load training

Prerequisites

- Spillman application installation
- System administration training
- Significant progress on Customer map build

Completion Criteria

This task will be complete when the final map build has been loaded into the Spillman application.

Spillman	Customer
Responsibilities • Provide onsite map build assistance to Customer • Assist with final map load	Responsibilities • Map build and GIS modifications • Perform final map load
Required Staff • Trainer (GIS)	Required Staff • GIS department • System administrator

Conduct End User Training

Task Description

Spillman will conduct end user training per the mutually agreed upon training plan.

Deliverables

- End user training

Prerequisites

- Functional testing completed
- Interfaces installed and configured

Completion Criteria

This task will be complete when Spillman has provided all end user training per the training plan.

Spillman		Customer	
Responsibilities • Provide end user training per the training plan		Responsibilities • Provide training facilities and equipment • Ensure appropriate personnel attend each training class	
Required Staff • Trainers		Required Staff • All employees (end users)	

Cutover to Live Operation

Task Description

Spillman trainers will be onsite to assist Customer with cutover to live operation (Go-live).

On the day of cutover to live operation, Spillman will facilitate a Go-live kickoff meeting to ensure that all tasks are completed and involved Customer personnel are prepared for their roles during and post-cutover.

After cutover, Spillman's trainers will assist Customer personnel with the initial live database entry, providing guidance and training as needed. The trainers will troubleshoot live database problems that may occur and make minor configuration modifications as Customer makes initial database entries and enacts entire work processes in the live environment.

Spillman's trainers will hold meetings at the beginning and end of each workday to discuss concerns and issues that arise.

Customer's system administrators, project team, and other "supervisory users" shall also be present to provide guidance to Customer personnel who need additional assistance. Customer personnel are free to ask questions. The system administrators, project team, and other supervisory users should report issues and concerns they encounter to Spillman's trainers and project manager, who will incorporate the issues and concerns into daily meetings and one-on-one training.

Deliverables

- Trainers onsite for Go-live

Prerequisites

- Completion of all previous tasks

Completion Criteria

This task will be complete once live operations of the entire system have commenced and the other tasks described above been completed.

Spillman	Customer
Responsibilities • Facilitate Go-live kickoff meeting (first day of Go-live) • Assist with initial live database entry • Observe operations and troubleshoot live database problems	Responsibilities • Ensure appropriate personnel attend Go-live kickoff meeting • Provide guidance to individuals who need extra assistance • Relay issues and concerns to Spillman

Cutover to Live Operation

- Make minor modifications as needed
- Work one-on-one with individuals needing extra assistance

Required Staff

- Project manager
- Systems engineer
- Trainers

Required Staff

- Project manager
- All employees (end users)

Perform Site Audit and Analysis

Task Description

Approximately one month after cutover to live operation, a Spillman trainer will be onsite to observe how Customer personnel are using the System. The trainer will be available to answer any follow up questions and provide additional training to enhance user capabilities, showing the users alternative ways to use the System.

Deliverables

- Onsite analysis and training for up to three days

Prerequisites

- Go-live operations

Completion Criteria

This task will be complete after the Spillman trainer has conducted site audit and analysis.

Spillman	Customer
Responsibilities • Answer follow up questions • Show users alternative ways to use the system	Responsibilities • Communicate questions or concerns
Required Staff • Account trainer	Required Staff • Applicable staff

Major Milestones

- Hold project kickoff meeting
- Install and Configure hardware and operating system
- Install core Spillman application
- Configure StateLink/NCIC, E9-1-1, LiveScan, and other internal interfaces (as specified in the contract)
- Conduct project team training
- Conduct system administration training
- Conduct end user training
- Cutover to live operations

Exhibit C Purchase Agreement

Peachtree City Police Department Preliminary Price Estimate

Price Estimate Date: October 30, 2013

Estimate Number:

QUO-02334-K1W4W3

Expiration Date: November 31, 2013

Prepared By:

Eric J Smith

Spillman Advantages and Long-Term Return on Investment

- 30 years of experience in the public safety software industry
- 100% of employees dedicated to public safety software (no competing interests)
- Privately owned (no mergers or acquisitions)
- All of the core software products as well as the project management, training, and support services outlined in this proposal, were developed and are maintained in-house.
- Site licensing structure for all modules allows for future growth (unlimited users)
- Free product upgrades and enhancements for the life of the contract
- First-year maintenance, a comprehensive 12 month warranty, unlimited standard business-hour support are included with the Spillman system
- More than 1,100 customers nationwide
- 100% success record for all new customer implementations (on time and within budget)

Software, Services and Hardware	
Inclusions	Amount
Total Software	\$205,748
Total Professional Services/Implementation	\$60,223
Grand Total	\$265,371

Ongoing Maintenance – 8.6%	
First Year Maintenance	Included
Second Year Maintenance (Spillman/APS/Gears)*	\$23,991

*Second year annual maintenance starting 10/2016 is for your planning purposes and is not included in this purchase price. First year maintenance is included in the total purchase price.

Core System Functionality

At the core of Spillman's system is our Integrated Hub, a single-source database where information is referenced by all modules. Using a centralized database, all information is entered, stored, and then extracted in real time from one location. Spillman's Integrated Hub allows all applications in the system to reference the same repository of information. This modular design eliminates complicated "internal" interfaces and prevents users from duplicating data entry, which saves time and ensures data accuracy.

Core System	Licensing	Price
Integrated Hub	Site License	\$30,251
- Stores all system information, which can be accessed from one central repository. (Master name, vehicle and property) - Prevents users from duplicating data entry, which saves time and ensures data accuracy		
Sentryx GIS (Geobase) – Address Verification	Site License	\$1,860
- Interfaces directly with the Esri ArcGIS server - Optimizes agency responses by providing accurate and verified geographic information		
Visual Involvements® (Link Analysis)	Site License	Included
- Links an unlimited number of related items and records across the system - Enables users to view relationships graphically between data elements from multiple records		
Reporting	Site License	Included
- Includes more than 2,000 preformatted reports that support the tracking and maintenance of critical information - Creates ad hoc reports in third party systems such as Microsoft Excel and Crystal Reports based on ODBC compliance		
File Attachments	Site License	Included
- Accommodates an unlimited variety of file types, including images, sound clips, videos, etc. - Incorporates media files directly into the records housed in the system		
Warrants	Site License	Included
- Generates a detailed history of all attempts to serve warrants - Tracks each warrant through its lifecycle, including the initial receipt, completion of service, and its return to court		
Case Management	Site License	Included
- Tracks detailed status information for cases from beginning to end - Leverages Involvements® to link information on all persons, property, and vehicles associated with a case		
Message Center	Site License	Included
- Supports sending and receiving of agency-wide email and instant messaging - Displays scrolling BOLOs and other alerts along the bottom of the screen		
View-only Workstations	Site License	Included
- Grant unlimited view-only licenses to outside departments at no additional cost - System administrators may restrict security privileges to determine which tables can be accessed		
Core System Total:		\$32,111

Records Management

Spillman's integrated system allows users to maximize the use of information throughout the entire records management process while maintaining data integrity and improving efficiency. Spillman's Law Records Management System consolidates all law incident records into a single database and allows users to easily generate incident and case management reports. For criminal and non-criminal incidents alike, agencies have the ability to search on and track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, and stolen and recovered property.

Records Management System (RMS)		Licensing	Price
Law Records		Site License	\$15,459
- Consolidates all law incident records into one database and provides easy-to-generate management reports - Tracks complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen property			
Vehicle Impound		Site License	Included
- Maintains accurate, detailed records of all vehicles that are impounded, released from impound, or sold - Records information for vehicle, owner, driver, impound circumstances, and sale of the vehicle			
Licenses and Permits		Site License	\$3,872
- Stores certifications, including animal and bicycle licenses, as well as weapon and fire permits - Tracks information such as expiration dates, fees, payments, and adjustments - Allows users to print permits, receipts, mailing labels, and reports			
Evidence Management		Site License	\$4,646
- Maintains a complete and accurate chain of custody for every piece of evidence received - Records changes in location, status, and custodian of evidence items, providing a detailed history from the time an agency receives an item until it is released or disposed of			
Evidence Barcoding		Site License	\$2,950
- Allows for simplified data entry, precise labeling, and hand-held auditing of storage locations - Enables users to easily inventory and audit evidence using a handheld barcode reader			
Photo Imaging		Site License	\$7,725
- Integrates seamlessly with all other modules in the system. - Create a searchable library of full-color, graphically rich images - Easily create lineups based on a suspect's age or a variety of physical characteristics			
Traffic Information		Site License	\$4,646
- Track, reference, and record accident, citation, and warning data - Quickly retrieve information on victims and insurance companies - Complete Spillman system integration automatically records information from the Traffic Information module into related name and vehicle records already in the system			
Records Management System Total:			\$39,298

Spillman Mobile

Spillman's CAD, RMS, & Mapping modules are fully integrated with Spillman Mobile solution, which allows for access to critical data in real time and improves efficiencies for officers in the field. Because all modules are completely integrated, alerts, warnings, and historical information appear with all relevant records, allowing users to make informed, split-second decisions. Spillman's Automated Field Reporting and single search capabilities allow users to instantly search local databases, as well as state and national databases with a single query.

Spillman Mobile		Licensing	Price
Mobile Records		Site License	\$15,459
- Provides access to system data from the field without officers leaving the vehicle or requiring dispatcher assistance - Allows users to search names, vehicles, incidents, property, wanted persons, & more than 20 other types of records			
Mobile Law and Field Interview Forms		Site License	\$15,459
- Enables officers to quickly complete forms directly from the patrol vehicle - Stores form information in the Spillman RMS solution, which can be electronically routed for approval			
Mobile Mapping and AVL		Site License	\$7,725
- Tracks the location of all fleet units in real-time through Global Positioning System (GPS) receivers - Allows users to view the location of nearby units to determine where the closest officer is for backup			
Mobile Quickest Route		Site License	\$3,872
- Improves response times by dispatching the unit closest to a call - Calculates the total drive time to reach a call and displays the ideal route and driving directions			
Mobile Voiceless Dispatch		Site License	\$15,459
- Enables personnel to quickly update their status, as well as add and view call comments - Provides access to radio logs and incident information without burdening dispatchers			
Mobile State and National Queries (GCIC/NCIC)		Site License	\$15,459
- Allows users to search databases for name, vehicle, property, guns, and wanted person records and images - Perform state and federal searches simultaneously with one query			
Spillman Touch (Smartphone/Tablet)		Site License	\$7,725
- Provides access dispatch information, and receive call assignments using a mobile device - Searches for name, vehicle, property, and incident records from a mobile device			
APS XML Interface		Site License	Included
Automatic data push from APS to Spillman RMS			
Spillman Mobile Total:			\$81,158

Crime Analysis – Intelligence Led Policing

Spillman's crime analysis tools allow agencies to maximize historical data by identifying crime trends, hotspots, and patterns from using information in the Spillman database. This information affords the ability to monitor the health of their organizations and make informed decisions about how to best utilize agency resources and personnel. The integration found in Spillman's unique Single-Source Database delivers the use of current, accurate, and assessable data, which is essential for the proactive deployment of resources.

Crime Analysis		Licensing	Price
Pin Mapping		Site License	\$8,246
- Plots jurisdictional crime data gathered in the system on a geographic pin map - Allows access to any piece of data, record, or a combination of fields from any point on the map - Provides investigators with accurate and timely data to analyze incidents and crime trends			
CompStat Dashboard		Site License	\$5,973
- Identifies crime trends and allows users to determine how to best utilize agency resources - Calculates statistics and presents information in an easy-to-analyze format without having to run multiple reports - Compare statistics over user-defined periods of time and user defined geographic areas			
InSight – Data Sharing		Site License	\$4,646
- Multi-system, multi-jurisdictional data sharing - Allows users to run real-time queries of local agency records on the databases of participating agencies for names, associated images, vehicles, property information, and other records			
Crime Analysis Total:			\$18,865

APS/Gears -- Accident/Citation Reporting

Accident/Citation		Licensing	Price
Citation – APS		25 Additional	\$15,750
Accident – Gears Interface		Site License	\$0

Resource Management

Resource Management	Licensing	Price
Alarm Tracking and Billing	Site License	Included
Track false alarms, manage alarm tracking fees, and generate statistical reports, tickets, bills, and correspondence		
Fleet Management	Site License	Included
Manages licensing, maintenance, repair, oil service mileage, fuel consumption, registration, inspections, identification, and unit assignment information for fleet vehicles		
Training Database	Site License	Included
- Educates users without jeopardizing data on the live system - Allows users to log on to either the live or training database directly from their workstations		
Resource Management Total:		\$0

State Specific

State Specific	Licensing	Price
StateLink – State and National Queries (GCIC/NCIC)	Site License	\$9,283
Access information about wanted persons, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data with a single query into state, national, and other external databases		
Georgia UCR	Site License	\$9,283
Access information about wanted persons, warrants, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data with a single query into state, national, and other external databases		
State Specific Total:		\$18,566

Professional and Implementation Services

With nearly 30 years of experience and more than 1,000 customer agencies throughout the United States, Spillman has a long history of maintaining successful business partnerships. During Spillman's time providing public safety solutions, we have an unprecedented 100% implementation success rate.

Professional Services		Estimated Trips	Estimated Hours
Project Management		3	341
- All of Spillman's project managers are PMP-certified by the PMI - Single point of contact coordinates each project milestone from start to finish			
Installation		1	229
- Installation team installs the Spillman software, as well as tests, adjusts, and configures the operating system - Manages server configuration, oversees system installation, and coordinates installation of external interfaces - Cisco Router for support is included in this price proposal			
Training		10	263
- Onsite during implementation to teach every employee how to effectively use all Spillman applications - Trainers also troubleshoot live database problems and identify best practices for improvement			
Go-live		1	--
The Spillman project manager and training personnel provide onsite hands-on assistance at Go-live to ensure a successful transition to the Spillman software			
Ongoing Customer Support			
- Achieved a 39% success rate with our one-call initiative – support needs were resolved in a single call - Spillman's average response time in 2013 was less than 40 minutes			
Professional Services Total:			\$60,223

Pre-Paid Services (Included in Annual Maintenance)	Price
Annual Users' Conference Credit - \$2,000	Included