City Council of Peachtree City
Agenda
November 6, 2014
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition

IV. Public Comment

V. Agenda Changes

VI. Minutes
August 4, 2011, Executive Session Minutes
August 18, 2011, Executive Session Minutes
October 7, 2014, Workshop Minutes
October 16, 2014, Regular Meeting Minutes

VII. Consent Agenda
1. Consider Changes to CVB Bylaws
2. Alcohol – Consider Qualifying Location Permit, Spotty Merle, LLC, 101 Gardner Park

VIII. Old Agenda Items

IX. New Agenda Items
11-14-01 Public Hearing – Multi-family Moratorium
11-14-02 Discuss Dredging of Lake Peachtree

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

City Council of Peachtree City
Minutes of Executive Session
August 4, 2011

The Mayor and Council of the City of Peachtree City met in Executive Session on Thursday, August 4, 2011, in City Hall Council Chambers. Council entered Executive Session at 9:33 p.m. Those present were: Mayor Don Haddix, Council Members Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker; City Manager Jim Pennington; City Attorney Ted Meeker, System Administrator Matt Robinson, and Public Information Officer/City Clerk Betsy Tyler.

Meeker provided information on a land-swap proposal from Fayette County relating to the TDK Boulevard Extension. The proposal involved two pieces of city-owned property that were part of the proposed route, for which the County wanted to trade a single parcel abutting Line Creek.

The issues discussed included:

- Encroachment into Atlanta Regional Airport operations if the old TDK roadbed were used.
- A third party rerouting the road to adjacent property owned by Peachtree City Holdings for a bridge crossing of the creek;
- Deed covenants or a reversion clause in the agreement;
- An easement to the County in lieu of the property exchange;
- Constructing the roadway segments on City parcels and allowing the County access.

Council wanted options for the City to retain control of the two parcels since there were no assurances on future use if the property were to be exchanged.

Council directed Meeker to look at the City paving the roadway segments on the parcels in question and retaining ownership.

Council continued discussions on personnel and threatened or pending litigation. Sturbaum moved to reconvene in regular session at 9:33 p.m. Learnard seconded. Motion carried unanimously.

Betsy Tyler, City Clerk

Don Haddix, Mayor

City Council of Peachtree City
Minutes of Executive Session
August 18, 2011

The Mayor and Council of the City of Peachtree City met in Executive Session on Thursday, August 18, 2011, in City Hall Council Chambers. Council entered Executive Session at 7:40 p.m. Those present were: Mayor Don Haddix, Council Members Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker; City Manager Jim Pennington; City Attorney Ted Meeker; System Administrator Matt Robinson; and Public Information Officer/City Clerk Betsy Tyler.

Meeker reported that, at Council's direction, he had met with representatives of Fayette County regarding the property exchange proposed for the right-of-way for TDK Boulevard. One of the issues raised was that the property the County wanted to trade was wetlands. Theoretically, the adjacent property owner or someone on the other side of Line Creek could go through the extensive permitting process and get a crossing to extend the bridge.

Council discussed the impact on the Airport Authority. The authority had received grants based on the old TDK Boulevard easement being abandoned, and there was always the possibility those grants could be lost if the County used the existing TDK Boulevard easement to access dam.

Meeker said Fayette County's response to the City's offer of paving the existing City-owned segments and providing an easement was that the County already had an easement. Meeker said they had also offered to put up a gate that would be locked at dusk, but there was no way to guarantee that setup for any length of time. Meeker also pointed out that an alternate route bypassed the City-owned parcels via Pathway Communities-owned section of Husky Drive. However, the resulting rout would be very circuitous.

Meeker asked if Council wanted him to re-offer the paved easements to the County, noting the City did not have to take action. The County wanted access to the dam. Inaction could have implications down the road for the Airport Authority.

Council asked about exchanging property at another location, currently under litigation, with Pathway Communities for the wetlands bordering Line Creek. Imker proposed an alternate strip along the County roadway parallel to the Pathway property to the creek in conjunction with the proposed strip, leaving no access to crossing the creek without crossing City property.

Council's preference remained to offer an access easement in lieu of the property exchange. The second option was to talk to Pathway about the wetlands conveyance in exchange for the contested property and to describe Imker's alternative.

Haddix asked about the existing TDK Boulevard easement. Meeker said it was only for Fayette County, and would revert to the Airport Authority once the County had alternate access.

Imker moved to reconvene in regular session at 8:20 p.m. Learnard seconded. Motion carried unanimously.

Betsy Tyler, City Clerk	Don Haddix, Mayor

City Council of Peachtree City
Workshop Minutes
October 7, 2014
6:30 p.m.

The Mayor and Council of Peachtree City met in workshop session on Tuesday, October 7, 2014, 6:30 p.m., at City Hall. Attending: Mayor Vanessa Fleisch, Council Members Eric Imker, Mike King, and Kim Learnard. Terry Ernst was unable to attend.

The purpose of the workshop was to review the annexation process.

City Manager Jim Pennington opened the discussion, saying staff had been working on the analysis for some time. He continued that it was important for the City to take a firm look at where it was now and where it could be in 20 years. There was a lot of activity on the City's borders, and there were people who thought some of those areas were in the City. They were not, and they did not conform to the City's standards. The City could do something about that, but it needed to be done from a planned perspective.

Community Services/Public Services Director Jon Rorie said the City had been operating from the 1985 Land Use Plan, which staff felt was still solid. He continued that what they would discuss at the workshop was not a specific recommendation. This presentation was only about potentials and possibilities. Staff needed direction from Council on where to go.

Rorie pointed out that the City's original plan in 1957 called for a population of 85,000 and 27,000 dwelling units. There had been changes over the years, including a decision to scale back development. Today, the City had a population of 35,000, with 14,000 dwelling units. The 1985 Land Use Plan was a physical development plan that had been used as a guide. The components included mixed uses, step-down zoning, inter-connectivity, recreational amenities, and 25% greenspace. The purpose of the plan had been to influence, manage, and direct the growth of the City. The City was due to completely update its Comprehensive Plan by 2017, and the direction provided by Council would help with that.

Rorie discussed the possible trends for the next 50 years, including the demographic shift to an aging population, residential build-out, and aging housing stock. From a planning perspective, the City needed to look at what it wanted for the next 50 years. He continued that the City had annexed approximately 630 acres from 1971 – 2001 to clean up the City's borders. In 2007, approximately 820 acres had been annexed in Wilksmoor Village. At least a part of the land annexed had been done to eliminate service islands. In 2013, the City received requests to annex 77 acres for The Gates on the southern border of the City and seven acres on SR 54 East.

One trend the City should examine, according to Rorie, was the urban fringe development along the City's borders. Urban fringe development took advantage of the proximity to City's population and eventually led to the concept of urban sprawl. The areas along SR 54 East included Governor's Square, Peachtree East (Publix), Longboat, and the Peachtree Professional Building. The Chimneys, Millpond Manor, Brechin Park, and New Hope South Church were located off SR 74 South. Mountbrook, Woodcreek, and Jefferson Woods were located off Redwine Road. The Fishers Crossing retail/mixed use development was located along SR 54 West in Coweta County.

Rorie asked Council to consider where the City would go from here, and presented three options:

1. Maintain the status quo;
2. Expand to include urban fringe properties as requested, one property at a time; and
3. Establish natural growth boundaries/potential annexation areas to enhance long-range planning for fire and EMS station locations, parks, and multi-use path connections.

Senior Planner David Rast gave an overview of the Fayette County Future Land Use Map 2004 – 2005, noting the City's growth patterns had been consistent with the City's Comprehensive Plan and Land Use plan to grow to the natural borders on the eastern (center line of Camp Creek) and western (Coweta County) boundaries.

Rast continued there were four distinct areas along the City's boundaries that were considered study areas. The SR 54 East (HWY 54 E) area was composed of several tracts from Peachtree East (Publix, including mobile home park), Sumner Road, Governor's Square, Genevieve Court, Longboat, and Ebenezer Road, totaling 384 acres. Rast said annexing these areas would clean up the border and provide the ability for long-range planning.

The SR 74 North (HWY 74 North) area included tracts along Dogwood Trail that totaled 550 acres. This area tied into the potential northeast collector in the City's thoroughfare plan. The tracts were all served by septic systems.

The Wilksmoor Study Area included three tracts that totaled 66 acres. One of the tracts was located in unincorporated Fayette County, one was in Tyrone, and one was split between Fayette County and Tyrone. One tract bordered Shamrock Industrial Park in Tyrone, which Rast said was something the City should keep an eye on. The Tyrone tract faced Senoia Road, and it might have a commercial designation.

Imker asked if the property owners were willing to be annexed. Rast said they were. Imker asked if it would create an island in the County if the tracts were annexed. Rast said an island had already been created when some other properties were annexed several years ago. There would still be an unincorporated island if the three tracts were annexed, but it would be a smaller island.

The SR 74 Study Area (HWY 74 South) included the Starr's Mill School Complex, Mills Farm, The Chimneys, Jefferson Woods, Brechin Park, Mountbrook, Millpond Manor, and New Hope South Church tracts, which totaled 439 acres. Rast said the school complex was tied into sanitary sewer, as were the Mountbrook and The Chimneys subdivisions. The Jefferson Woods developer had requested annexation when the subdivision was originally built, but the City did not annex the area. It was developed in the unincorporated County. There were some large tracts on SR 74 that the County was trying to convert to office zoning, as well as some commercial tracts along SR 85. Rast said there could be a hodge-podge of development in the area, and it might end up looking like SR 54 going towards Fayetteville.

Rast said the potential annexations totaled 1,450 acres, which would be an increase of 10% in the City's 15,000 acres. There would not be a drastic increase in the City's boundaries.

The pros for annexation included contiguity, which created efficient service areas; land management/regulation of urban development; environmental protection with sewer connections; and economic interest. Rorie pointed out that annexation provided fiscal viability by diversifying the tax base and an increase/maintenance of revenues related to Local Option Sales Tax (LOST), user fees, business licenses, and alcohol licenses. He continued that a growing community was perceived as a vibrant area, and the eligibility for federal and state grants could increase.

The cons included the perception of excessive financial burden among current residents concerning service level expansions ranging from public safety to road and street maintenance, as well as increased tax burdens vs. service levels.

Rorie discussed the current Annexation Review Process, Section 704 of the Zoning Ordinance. The process had two steps. Step One was a general analysis to identify how the annexation might or might not be compatible with goals of the City's Comprehensive Plan with an affirmative recommendation required from Council for further analysis with Step Two. Under Step Two, the applicant submitted additional and detailed information pertaining to the impacts of the proposal and development, including water/ sewer, road/street access, police and fire protection, zoning compliance, and a fiscal impact analysis showing the economic and service feasibility.

There were three primary methods of annexation, Rorie said. Under the 100% Method, property owners of all the land in an area might seek annexation by signing a petition. This would be a voluntary annexation. Using the 60% Method, petitioners owning at least 60% of property in an area and 60% of voters might sign a petition for annexation. This was an involuntary method. Under the Resolution and Referendum Method, a referendum would be held for the voters to determine if an area should be annexed.

Rorie further explained the 100% Annexation Procedures, saying the property must be contiguous – 1/8th of aggregate property line or 50 feet, whichever was less, or would be contiguous if not for lands owned by municipality, other political subdivision, the state, or the width of street/right-of-way, river/stream, or right-of-way of railroad or other public service corporation. Exceptions applied if multiple parcels were petitioned for annexation as long as one parcel met the contiguous requirement. A signed petition was required, and the entire parcel must be annexed. Any building had to meet the minimum building lot size of the municipality. An identification of the property must be filed with county and Department of Community Affairs.

Rorie continued that 60% Annexation Procedures must also be contiguous, which was defined as an aggregate external boundary at the time of annexation plus other components such as width of street, or other municipal/public service owned land. A signed petition of 60% owners and 60% electors was required, and there was a one-year time limit to get the petition signed. An extension-of-service plan was required. This procedure could not be used to annex across county lines, and a public hearing was required.

The question of whether the Resolution and Referendum Method was applicable had to be discussed first to determine when this method would be used, according to Rorie. The property had to be contiguous as defined. It could not be receiving water, sewer, police, or fire services from another government entity. The purpose of annexation must be to develop for urban purposes. Urban was defined as two people per acre, or having 60% of land divided into tracts of five acres or less where 60% of the total number of lots were one acre or less. Service expansion plans were required. Annexation required a majority vote of existing voters within the area to be annexed.

King asked if the Water & Sewerage Authority (WASA) had been involved in any of the annexation discussions. John Dufresne, a member of WASA, said he could not speak officially, but he was aware that a member of WASA's staff had been talking with City staff. King said WASA would be an integral part of any annexation, and he wanted to ensure they were involved, along with the Fire and Police Departments.

Rorie said the discussions thus far had been generalized, not specific. WASA was at 50% capacity, with six million gallons per day available. The City would have to look at capacity, which could be a tipping point, in providing services.

Fleisch said she was concerned about the Wilksmoor study area since those properties abutted everything in that village. There was a potential for the zoning of those properties to be incompatible with what had already been done.

Rast said there were three tracts of land: Peachtree City Holdings owned six acres, the Martha Lee tract had 24 acres, and the Davis tract had 36 acres. Fleisch noted they were all currently zoned AR, but that could be changed by the County or Tyrone. Rast said that was correct.

Imker asked if the City could do anything if the properties did asked to be annexed one at a time.

City Manager Jim Pennington said Georgia did not have Extraterritorial Zoning Jurisdiction (ETJ). Other states allowed cities to annex property one to three miles outside the city limits. The City was handcuffed by its own Code of Ordinances. He had never seen the Step One and Step two process until he came to the City. The City did not have the ability to ask property owners if they were interested in annexation. This presentation was just information that staff had analyzed. It was a control or no-growth issue. The City could not market annexation.

Learnard asked why the annexation steps had been put in place. Rast said that, in the late 1990s and early 2000s, the City had received a lot of requests for annexation. Work would start at the staff level, then when it got to Council, Council would ask why they should even consider annexation because there was no plan. The Council at that time came up with the Step One and Step Two process so the applicant would come to Council first to see if Council wanted to even consider the annexation.

Fleisch said people moved outside the City because they did not want to pay the taxes, but wanted to be close enough that they were considered to be in the City. She asked what annexing would do to any potential redevelopment of the City's older neighborhoods. Rorie said he did not know, but one of the issues relating to annexation was the aging housing stock. People were beginning to redevelop/renovate the older homes. He did not see anyone plowing over an older subdivision to redevelop it, but annexations could spur economic development in other areas. Some areas just were not ready for redevelopment at this point.

Fleisch pointed out that, if there was an annexation, the property an owner paid $100,000 for would be assessed at a higher value. In some ways, it would be a favor for them because the property values would go up, but she asked who would pay. The City could barely keep up with its maintenance now. Adding more growth to the City could become an issue. Rorie said that was a good discussion point.

Pennington said the whole point was that the City did not have a plan. From his point of view, Pennington said any annexations the City would consider should be about economic development. During the last LOST negotiation, the City's population had decreased while populations had increased for the other entities, so the City's ability to negotiate for a higher level had eroded. It was not an issue now, but it could be when it was time to negotiate again.

Learnard said a balance that made sense had to be considered. Residential used more services and cost more. Council was elected to protect the best interests of the taxpayers.

Pennington said Council needed to address the Step One and Step Two process. Georgia did not require a mandatory plan for annexations. In North Carolina, an annexation required a plan of operation that stipulated everything from the first day of annexation. It had to be a documented plan that would stand up in court. The procedures needed to be adjusted, and a plan should be developed.

Learnard asked what was needed to develop a plan. Pennington said staff needed Council input. Rorie said there were pieces moving along SR 54 East, so it would be good time to look at that corridor to see what it would look like and what benefit it would be to current residents to pursue annexations.

Imker asked about SR 74 South, asking if annexing the school complex was the first piece of the puzzle in that area. Rorie said labeling the tracts A, B, C, and D had been a way to break things down and get the data.

Imker suggested creating a Step IA and IB. Step IB would allow the City to talk to certain property owners. Step Two would remain as it was. The current Step One would be Step IA, Step IB would allow staff to ask Council if they could ask other property owners in the area, based on Council interest. Imker added that, at any step, Council could say no. Rorie said the City's ordinance would have to be amended.

Pennington said if that was the direction from Council, staff could get the language ready.

Fleisch asked about Publix and annexation. Rast said Peachtree East approached the City 10 years ago when the property had been sold under the assumption it was in the City limits. It had been discovered during the closing that the center was not inside the City limits. The applicants got through Step One, then they changed their minds during the discussions on bringing the signage and landscaping into compliance with City standards.

King asked if the County would have a reason to veto any annexation. Rast said that, once the City received a formal application, the City was required to notify the County. The County could object to the annexation, and then it would go to arbitration. If it was not worked out before arbitration, it would be resolved through arbitration.

Pennington said the County would not lose anything. They would continue to get taxes from the property, but would not have to pay for any services.

Rast said every municipality and the County had to update its Comprehensive Plan by June 2017. As the City went through its analysis on expanding the coverage, the County would need to make sure it was not over programming services in areas. Timing-wise, this was an ideal situation.

Pennington said everything Council had seen during the workshop had been reviewed by the Atlanta Regional Commission (ARC). The ARC would not take a position, but they were asked if this would be a sensible approach. The ARC had responded that it was as good as what they would have done.

There being no further business to discuss, the workshop ended at 7:55 p.m.

Pamela Dufresne, Deputy City Clerk	Vanessa Fleisch, Mayor

City Council of Peachtree City
Meeting Minutes
October 16, 2014
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, October 16, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Proclamation – Red Ribbon Week

Recognition of City's Dragon Boat Team

Recognize Jeff Felmet – 15 Years of Service

Mayor Fleisch proclaimed the week of October 23 – 31 as Red Ribbon Week in the City. Police Corp. Paul Smilley accepted the proclamation. Fleisch recognized Jeff Felmet of the Fire Department for 15 years of service. Fleisch recognized the members of the City's Dragon Boat team, who earned second place in the races held during the Rotary Club's annual International Festival and Dragon Boat Races. Team members included Vanessa Fleisch, Kim Learnard, Cajen Rhodes, Kelly Duncan, Nick Vlachos, Chris McDade, Mark Brown, Brad Williams, Chris Hyatt, Stephen Stoyell, Thomas Duckett, Brian Eden, Thomas MacCallum, and William Oppermann. Rotarians Joel Norris and Frances Meaders reported that the event earned $11,100 for the Breast Cancer Survivors Network.

City Manager Jim Pennington announced that Interim Police Chief Will McCollom had been promoted to the Chief's position.

10-Minute Talk

Be A Santa To A Senior (BASTAS), Betty Keane, Coordinator

Keane noted the program began three years ago, and everyone had told her the community did not care and no one would help. She believed in the innate goodness of people, and each year, more was provided. Keane continued that senior citizens had already paid it forward, and many of them had nothing. The program had started in Fayette County, and last year, it had expanded to include Coweta and South Fulton Counties. This year, the program would expand to include Jonesboro and Spalding and Henry Counties. People were asking for blankets and food. The goal for the first year had been to collect 50 bags of gifts, and they collected 6,800 gifts that filled 450 bags. The estimated value had been over $33,000. In 2013, they collected 9,639 gifts that filled 740 bags, totaling more than $79,000. Twelve trees would go up on November 4. Keane said they made sure to keep in compliance with Health Insurance Portability and Accountability Act (HIPAA) and privacy laws, so the seniors could maintain their dignity.

Minutes

October 2, 2014, Regular Meeting Minutes

Ernst moved to approve the October 2, 2014, regular meeting minutes as written. King seconded. Motion carried unanimously.

Monthly Reports

Fleisch noted there were additional documents on the dais. There were no comments regarding the Monthly Reports.

Consent Agenda

1. **Consider Appointments to the Planning Commission – Aaron Daily, Phil Prebor, Terrence Manning (alternate)**
2. **Consider Appointment to Convention & Visitors Bureau (CVB) – Wende Blumberg**
3. **Consider Tennis Center Membership Fee Increase**
4. **Consider Annual Contract for Sport Fields Turf Management**
5. **Consider Appointment to Fayette County Library Board – Marie Washburn**

King moved to approve Consent Agenda items 1 – 5. Ernst seconded. Motion carried unanimously.

New Agenda Items

10-14-04 Public Hearing – Consider Variance Request to Rear Building Setback, 101 Adell CT

Senior Planner David Rast addressed Council, saying the applicants, A.C. and Betty Roda, planned to add a third garage space to the home at 101 Adell Court in the North Pinegate subdivision. The tract was 0.53 acres and was zoned R-12 Residential. The established rear building set back was 30 feet. The addition would encroach four feet into the rear building setback.

Rast continued that the lot was considered a multi-frontage lot, as it was located at the corner of Adell Court and Melrah Hill, and the frontage on the lot was calculated for both Adell Court and Melrah Hill. The planned addition was for a third garage bay to the rear of the existing garage and a second floor storage area. Staff recommended approval of the variance application. Rast added that the Rodas had received letters of support for the variance from their neighbors, and the area between the addition and the rear of their property was heavily wooded. The rear of the adjoining lot was also heavily wooded. Staff recommended two conditions:

1. *The variance shall be limited to an encroachment of no more than four feet into the rear building setback as shown on the site plan provided by the Applicant. There shall be no other encroachments permitted without first securing additional variances.*
2. *Following completion of construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a Foundation Survey to the Building Official identifying the location of the new construction. The purpose of this survey will be to ensure the new construction does not encroach any further into the rear building setback than permitted by this variance.*

A.C. Roda told Council they had looked at various options for the addition. When the home was built in 1986, it had not been centered on the lot. The property line did not run parallel with the left side of the house, but was at an angle. The encroachment would be a triangular tip, or corner, of the addition, which would total 28 square feet. Roda said that was 0.60% of the 4,600-square foot setback area. The goal was to make the improvements so no one would realize it was an addition.

Fleisch opened the public hearing. No one spoke for or against the variance. The public hearing closed.

No one on Council had any concerns or questions.

King moved to approve the variance request to the rear building setback for 101 Adell Court, with two conditions recommended by staff. Learnard seconded. Motion carried unanimously.

Council/Staff Topics

Pennington noted that the numbers in the monthly financial report for September were not final. There were some carryovers and outstanding invoices. The balance should be very good. It was a good year for the team.

Pennington continued that the Public Facilities Authority bond had been approved, and staff was moving ahead with the first project, which would be the demolition and filling in of the Clover Reach pool.

Pennington said there had been a number of questions raised about the recent pay and classification study. One piece of data was still being analyzed by an outside source, and he hoped to have that information to Council by the next week.

Learnard clarified that, when Pennington had talked about the data being analyzed, he had been referring to the cost of the employee pay increase and everything related to it. Pennington said yes. He said it would be in one big package.

Learnard commended staff for the work done on the Rockspray Pond and dam. It had been completed early and under budget, and it looked wonderful. Everyone hoped it would be a rainy winter so the pond would fill up.

Pennington said the Stormwater Utility had several dams with issues that had been corrected. There had been many good comments about the work done at Rockspray and the Kedron East and West ponds, especially the work done on the golf cart path.

Executive Session

Learnard moved to convene in executive session for pending or threatened litigation at 7:34 p.m. King seconded. Motion carried unanimously.

Imker moved to reconvene in regular session at 7:40 p.m. King seconded. Motion carried unanimously.

There being no further business, Imker moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 7:41 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

Peachtree City
GEORGIA
Convention and Visitors Bureau

Date: October 23, 2014

To: City Council

From: Peachtree City CVB Board of Directors
Executive Director

RE: Approval of Amended and Restated By-Laws of the Peachtree City CVB

Request:

The Peachtree City CVB Board of Directors met on Wednesday, October 15th, 2014 in a regular scheduled meeting and approved the Amended and Restated By-Laws. City Council is now asked to approve these Amended and Restated By-Laws as presented in the agenda packet.

Summary:

The proposed change to the Peachtree City CVB By-Laws is in Section 9.2 Checks, Drafts, Notes, etc. The first change has been to add the Executive Director as one of the two signatories on checks and remove the Vice Chair. This will assist CVB staff as there are usually more changes in the CVB Board makeup causing staff to have to redo bank documentation and most likely cause interruption in the weekly check issuance. This addition of the Executive Director will have the actual reviewer of accounts payable on the facsimile signature for checks and also have someone from the Finance Committee represented.

The second change is to delete the City Manager as a signatory on checks. This is just cleanup from a previous change to the By-Laws where the City Manager was removed from the Finance Committee.

BY-LAWS

OF

PEACHTREE CITY CONVENTION & VISITORS BUREAU, INC.

Incorporated as a Not-for-Profit Corporation
Under the laws of the State of Georgia

Incorporated _________________________, 2010.

ARTICLE ONE

Name, Location and Offices

1.1 Name. The name of this Corporation shall be:

"PEACHTREE CITY CONVENTION & VISITORS BUREAU, INC."

1.2 Registered Office and Agent. The Corporation shall maintain a registered office in the State of Georgia, and shall have a registered agent whose address is identical with the address of such office, in accordance with the requirements of the Georgia Nonprofit Corporation Code.

1.3 Other Offices. The principal office of the Corporation shall be located at such places as designated by the Board of Directors. The Corporation may have other offices at such place or places, within or outside the State of Georgia, as the Board of Directors may determine from time to time or the affairs of the Corporation may require or make desirable.

ARTICLE TWO

Purposes and Governing Instruments

2.1 Not-for-Profit Corporation. The Corporation shall be organized and operated as a not-for-profit corporation under the provisions of the Georgia Nonprofit Corporation Code.

2.2 Purposes. The Corporation is not organized for profit and no part of the net earnings of which inures to the benefit of any private shareholder or individual within the meaning of Section 501(c)(6) of the Internal Revenue Code. The Corporation was organized, and at all times shall be operated, to serve the needs and interests of tourism within the City of Peachtree City. The purposes of the Corporation shall include, but shall not be limited to, the following:

- Promote awareness of Peachtree City, increase hotel utilization, and support conventions, leisure travelers and visitors, while enhancing economic impact for the community

- Contract with the City of Peachtree City to expend on behalf of the City of Peachtree City that portion of the hotel/motel tax authorized by Georgia law and other funding, and use the tax revenue and other funds to promote tourism, conventions and trade shows within the City. The Corporation's overall purpose will be to promote the welfare of the public, stimulate commerce and otherwise serve the public interest of the City of Peachtree City, as set forth in these Articles of Incorporation and the Bylaws, including the exercise of all other power and authority enjoyed by corporations generally by virtue of the provisions of the Georgia Nonprofit Corporation Code, within the subject to the limitations of Section 501(c)(6) of the Internal Revenue Code; and

- To serve as a Destination Marketing Organization as defined in O.C.G.A. §§ 48-13-50.2 and 48-13-51..

2.3 Governing Instruments. The Corporation shall be governed by its articles of incorporation and these bylaws.

2.4 The Corporation shall not lobby or otherwise attempt to influence legislation. The Corporation shall not in any manner or to any extent participate in or intervene in any political campaign on behalf of any candidate for public office. In the event of dissolution or liquidation of the corporation, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City) provided that such entity's entire income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

ARTICLE THREE

Board of Directors

3.1 Authority and Responsibility of the Board of Directors. The supreme authority of the Corporation and the government and management of the affairs of the Corporation shall be vested in the Board of Directors; and all the powers, duties, and functions of the Corporation conferred by the articles of incorporation, these bylaws, state statutes, common law, court decisions, or otherwise, shall be exercised, performed, or controlled by the Board of Directors, except as otherwise limited in these bylaws.

The governing body of the Corporation shall be the Board of Directors. The Board of Directors shall provide supervision, control and directions of the management, affairs and property of the Corporation; shall determine its policies or changes therein; and shall actively pursue its purposes and objectives and supervise the disbursement of its funds. The Board of Directors may adopt, by majority vote, such rules and regulations for the conduct of its business and the business of the Corporation as shall be deemed advisable, and may, in the execution of the powers granted, delegate certain of its authority and responsibility to an executive committee. Under no circumstances, however, shall any actions be taken which are consistent with its articles of incorporation or these bylaws; and the fundamental and basic purposes of the Corporation, as expressed in the articles of incorporation and these bylaws, shall not be amended or changed.

The Board of Directors shall not permit any part of the net earnings or capital of the Corporation to inure the benefit of any member, director, officer, trustee, or other private person or individual.

Only when the services are not otherwise available from resources of the City of Peachtree City; the Board of Directors may, from time to time, appoint, as advisors, persons whose advice, assistance and support may be deemed helpful in determining policies and formulating programs for carrying out the purposes and functions of the Corporation; and, to employ such person or persons, including an executive director or officer, attorneys, trustees, agents, and assistants, as in its judgment are necessary or desirable for the administration and management of the Corporation, and to pay reasonable compensation for the services performed and expenses incurred by any such person or persons. The Board of Directors, either directly or through its management, shall meet not less than quarterly with the City Financial Services Director of the City of Peachtree City, Georgia, so as to review the financial status of the corporation.

The Seven (7) member Board of Directors and any officers of the Corporation shall be appointed in the manner established in Section: 3.3 of these Bylaws. The Board of Directors shall have full power and authority to review and approve in advance both short-term and long-term budgets, capital and operating, of income and expenditures of the Corporation and to exercise such other supervision and control over the affairs and property of the Corporation as the Board of Directors of the Corporation may deem necessary or desirable to ensure the 501(c)(6) purposes and functions of the Corporation are carried out.

3.2 Board of Directors. The ultimate property, affairs, activities and concerns of the Corporation shall be vested in a Board of Directors, consisting of Seven (7) directors. The members of the Board shall, upon appointment, immediately enter upon the performance of their duties and shall continue in office until their successor shall have been duly appointed and qualified, or until the director's earlier death, resignation, removal or disqualification.

3.3 Manner of Appointment and Term of Office. The Board of Directors shall be comprised as follows:

1. One (1) member who is a citizen of, or persons conducting business within the City of Peachtree City with current or previous tourism media related experience desired to serve a two year term. The Board Member shall serve for a maximum of two consecutive two-year terms.

2. The Chairperson of the Recreation and Special Events Board or the Community Services Director of the City of Peachtree City to be selected by the Recreation and Special Events Board; and

3. One (1) member of the City Council of Peachtree City to be selected by a majority of the members of the governing body of the City of Peachtree City, such member to be selected in January of each year.

4. One (1) member to be selected by the Peachtree City Airport Authority by a majority of the members of the board for a two year term. The Board Member shall serve for a maximum of two consecutive two-year terms.

5. One (1) at-large member who is a citizen of, or persons conducting business within the City of Peachtree City who is an owner or manager of a retail business in Peachtree City with prior tourism-related work experience preferred. Such person to be selected by the governing authority of the City Council of Peachtree City for a two year term. The Board Member shall serve for a maximum of two consecutive two-year terms.

6. One (1) person who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City, such person to be selected by the governing authority of the City Council of Peachtree City for a two year term. The Board Member shall serve for a maximum of two consecutive two-year terms.

7. One (1) person who serves as a manager, owner, or operator of a recreational venue, sports association, or other athletic facility located in Peachtree City, for a two year term. The Board Member shall serve for a maximum of two consecutive two-year terms.

8. One (1) person who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City, such person to be selected by the governing authority of the City Council of Peachtree City as an alternate to the voting member of the Board who serves as a manager, owner, or operator of a hotel or motel located in Peachtree City for a two year term. This person will fulfill the term of the voting member if this position becomes vacant.

The Board shall consist of a chair, a vice-chair and a secretary/treasurer to be chosen by the Board of Directors of the Corporation.

3.4 Removal. Any director may be removed by the Council. A removed director's successor shall be appointed by the Council to serve the unexpired term. Failure of any director to attend seventy-five percent (75%) of the meetings of the Board of Directors of the Corporation held in any fiscal year of the Corporation shall operate as a tender of such director's resignation, and such director shall be removed from the

Board; provided, however, that a director, may petition the Board for an excused absence due to unavoidable circumstances.

3.5 Vacancies. Any vacancy in the Board of Directors arising at any time and from any cause, may be filled for the unexpired term only by the Council. Unless otherwise provided by these bylaws, each director so appointed shall hold office until the expiration of his or her term and the qualification of his or her successor.

3.6 Compensation. There shall be no Director compensation. Directors may be reimbursed for actual out-of-pocket expense incurred in pursuing the business of the Corporation, provided the expenses are approved by the Board prior to being incurred, or are incurred pursuant to prior established Board policy.

3.7 Dissolution of an organization. If an organization or Board ceases to exist that Board Member's term will automatically be terminated and a new board member will be appointed by City Council to fulfill the remaining term of this Board Member or if at Council's discretion/approval the Board Member will continue out their term. Council will not appoint any replacement board member that duplicates an existing Board Member position description.

ARTICLE FOUR

Meetings of the Board of Directors

4.1 Place of Meetings. Meetings of the Board of Directors may be held at any place within the State of Georgia as set forth in the notice thereof or in the event of a meeting held pursuant to waiver of notice, as may be set forth in the waiver, or if no place is so specified, at the principal office of the Corporation.

4.2 Annual Meeting; Notice. The annual meeting of the Board of Directors shall be held at such place as the Board of Directors shall determine on such day and at such time as the Board of Directors shall designate. Unless waived as contemplated in Section 5.2, notice of the time and place of such annual meeting shall be given by the secretary either personally or by telephone or by mail or by telegram not less than ten (10) nor more than fifty (50) days before such annual meeting.

4.3 Regular Meetings; Notice. Regular meetings of the Board of Directors shall be held from time to time between annual meetings at such times and at such places as the Board of Directors may prescribe.

4.4 Special Meetings; Notice. Special meetings of the Board of Directors may be called by the Chair, or by any four (4) of the directors in office at that time. Notice of the time, place and purpose of any special meeting of the Board of Directors shall be given by the secretary/treasurer either personally, by telephone, by mail, by email, by telegram, or by facsimile at least twenty-four (24) hours before such meeting.

4.5 Waiver. Attendance by a director at a meeting shall constitute waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of business because the meeting is not lawfully called.

4.6 Quorum. Four (4) directors shall constitute a quorum.

4.7 Vote Required for Action. Except as otherwise provided in these bylaws or by law, the act of four (4) directors present at a meeting shall be the act of the Board of Directors.

4.8 Adjournments. A meeting of the Board of Directors, whether or not a quorum is present, may be adjourned by a majority of the directors present to reconvene at a specific time and place. It shall not be necessary to give notice of the reconvened meeting or the business to be transacted, other than by announcement at the meeting that was adjourned. At any such meeting at which a quorum is present, any business may be transacted which could have been transacted at the meeting, which was adjourned.

4.9 **Compliance with Georgia law.** All meetings of the Board shall be conducted in accordance with the Georgia Open Meetings Law, O.C.G.A. § 50-14-1 et seq.

ARTICLE FIVE

Notice and Waiver

5.1 Procedure. Whenever these bylaws require notice to be given to any director, the notice shall be given as prescribed in Article Four. Whenever notice is given to a director by mail, the notice shall be sent by first-class mail by depositing the same in a post office box or letter box in a postage prepaid sealed envelope addressed to the director at his address as it appears on the books of the Corporations and such notice shall be deemed to have been given at the time the same is deposited in the United States mail. Notice shall be deemed to have been given by telegram, cablegram, facsimile, or email at the time notice is filed with the transmitting agency.

5.2 Waiver. Whenever any notice is required to be given to any director by law, by the articles of incorporation, or by these bylaws, a waiver thereof in writing signed by the director entitled to such notice, whether before or after the meeting to which the waiver pertains, shall be deemed equivalent thereto.

ARTICLE SIX

Officers

6.1 Number and Qualifications. The executive officers of the Corporation may consist of officers as the Board deems necessary for the efficient management of the Corporation; but the Corporation shall not be required to have, at any time, any officers other than the chair, vice-chair and secretary/treasurer which shall be members of the Board.

6.2 Election and Term of Office. The executive officers of the Corporation, shall be elected by the Board of Directors of the Corporation on a biannual basis at the first meeting after Board appointments have been made by Council, and shall serve at the will of said Board.

6.3 Other Agents. Subject to Section 3.1 of these Bylaws, the Board of Directors may appoint from time to time such agents as it may deem necessary or desirable, each of whom shall hold office at the pleasure of the Board, and shall have such authority and perform such duties and shall receive such reasonable compensation, if any, as the Board of Directors may from time to time determine.

6.4 Removal. Any officer or agent elected or appointed by the Board of Directors of the Corporation, may be removed by the Board of Directors whenever in its judgment the best interests of the Corporation will be served thereby; provided that any such removal shall be without prejudice to the contract rights, if any, of the officer or agent so removed.

6.5 Vacancies. A vacancy in any office arising at any time and from any cause may be filled for the unexpired term by the Peachtree City City Council.

6.6 Chair. The chair shall preside at all meetings of the Board of Directors. The chair shall appoint the members and chairs of any committee of the board. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe. The chair shall be a member of the Board and shall report to and be supervised by the Board of Directors.

6.7 Vice-Chair. The vice-chair shall preside at all meetings of the Board of Directors in the absence or disability of the chair, and shall act in the place of the chair in the chair's absence or disability. He or she shall perform such other duties, and have such other authority and powers as the Board of Directors may from time to time prescribe. The vice-chair shall be a member of the Board, and shall report to and be supervised by the Board of Directors.

6.8 Secretary / Treasurer. The secretary/treasurer shall attend all meetings of the Board of Directors and record, or cause to be recorded, all votes, actions and the minutes of all proceedings in a book to be kept for that purpose and shall perform, or cause to be performed, like duties for other board committees when required. The secretary/treasurer shall give, or cause to be given, notice of all meetings of the Board of Directors. The secretary/treasurer shall keep in safe custody the seal of the Corporation and, when authorized by the Board of Directors or the Chair, affix it to any instrument requiring it. The secretary/treasurer shall be a member of the Board and shall report to and be under the supervision of the Board of Directors. He or she shall perform such other duties and have such other authority and powers as the Board of Directors may from time to time prescribe.

ARTICLE SEVEN

Conflict and Disclosure of Interest

The directors and officers of the Corporation shall comply with and enforce the "Conflict and Disclosures of Interest" policies as adopted by these Bylaws, and may be amended from time to time.

7.1 Purpose. The purpose of the conflicts of interest policy is to protect the Corporation's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any applicable state laws governing conflicts of interest applicable to nonprofit and charitable corporations.

7.2 Definitions.

Interested Person: Any director, principal officer, or member of a committee with board delegated powers that have a direct or indirect financial interest, as defined below, is an interested person. If a person is an interested person with respect to any entity or venue in which the Corporation is a part, he or she is an interested person with respect to all such entities.

Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment or family:

a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

A financial interest is not necessarily a conflict of interest, a person who has a financial interest may have a conflict of interest only if the Board of Directors decides that a conflict of interest exists.

7.3 Procedures

7.3.1 Duty to Disclose. In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the Board of Directors and members of committees with board delegated powers considering the proposed transaction or arrangement.

7.3.2 Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

7.3.3 Procedures for Addressing the Conflict of Interest.

a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

b. The chair/president of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board shall determine whether the Corporation can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a conflict of interest, the Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest and for its own benefit and whether the transaction is fair and reasonable to the Corporation and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

7.3.4 Violations of the Conflicts of Interest Policy.

a. If the Board has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the Board determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

7.4 Records of Proceedings.

The minutes of the Board and all committees with board-delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

7.5 Compensation.

a. A voting member of the Board of directors who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.

7.6 Annual Statements.

Each member of the board and each officer shall annually sign a statement, *which* affirms that such person:

a. has received a copy of the conflicts of interest policy,

b. has read and understands the policy,

c. has agreed to comply with the policy, and

d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption it must engage primarily in activities, which accomplish one or more of its tax-exempt purposes.

ARTICLE EIGHT

Committees

8.1 Committees of Directors. Committees, each consisting of one (1) or more directors, not having and exercising the authority of the Board of Directors in the management of the Corporation may be designated by a resolution adopted by a majority of directors.

8.2 Advisory and Other Committees. The Board of Directors may provide for such other committees, including committees, advisory groups, boards of governors, etc., consisting in whole or in part of persons who are not directors of the Corporation, as it deems necessary or desirable, and discontinue any such committee as its pleasure. It shall be the function and purpose of each such committee to advise the Board of Directors on matters relating to the business and affairs of the Corporation; and each such committee shall have such powers and perform such specific duties or functions, not inconsistent with the articles of incorporation of the Corporation or these bylaws, as may be prescribed for it by the Board of Directors.

8.3 Finance Committee. There is hereby created a Finance Committee of the Corporation, the members of which committee shall include the City Financial Services Director of the City of Peachtree City, Georgia, the Executive Director of the Corporation, and a member of the Board of Directors. The Finance Committee shall meet not less than quarterly so as to review the financial posture and status of the Corporation.

8.4 Committee Governance. Except as otherwise provided in Board resolution or in these bylaws, a committee formed by the Board shall be generally governed as follows:

8.4.1 Appointment and Removal. Except as otherwise provided in such resolution or in these bylaws, members of each such committee shall be appointed by the chairperson of the Corporation. Any member of any committee may be removed by the person or persons authorized to appoint such member whenever in their judgment the best interests of the Corporation shall be served by such removal.

8.4.2 Terms of Appointment. Each member of a committee shall continue as such until the next annual meeting of the Board of Directors or until his successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

8.4.3 Meetings, Notice and Waiver. The committee may establish a regular meeting schedule. Special meetings of the committee may be called by, or at the direction of, the chairperson of the committee, the Corporation's Chair, or a majority of the members of the committee. Notice of the time, place and purpose of any meeting, except scheduled regular meetings, shall be given, in writing, by the chairperson of the committee or the president, or either's designee, to each member personally, be personal delivery, telephone, facsimile, e-mail or telegram at least twenty-four (24) hours prior to the meeting, or by mailing at least three (3) days prior to the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting. Attendance of a member at a meeting shall constitute a waiver of notice of the meeting, except where the member delivers to the chairperson, before any vote is taken, a written objection to the notice or the calling of the meeting. No business shall be conducted at any called meeting except that stated in the notice, unless all then serving members are present and consent to non-noticed business being discussed or acted upon. Business may be conducted at a special meeting upon written waiver of notice by all members, or upon written waiver of notice being obtained from all members not receiving notice. The committee shall keep minutes of its proceedings and shall report to the Board at meetings of the Board.

8.4.4 Chair. One member of each committee shall be appointed chair thereof by the chair of the Corporation.

8.4.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

8.4.6 Quorum. Unless the Board of Directors directs otherwise, eighty percent (80%) or more of the committee members then serving shall constitute a quorum; and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

8.4.7 Rules. Each committee may adopt rules for its own government, so long as such rules are not inconsistent with these bylaws or with rules adopted by the Board of Directors.

8.4.8 Board Reports and Control. Any action of a committee shall be reported to the Board of Directors at its regular meeting next succeeding such action and shall be subject to control, revision and alteration by the Board of Directors.

ARTICLE NINE

Contracts, Checks, Deposits, and Funds

9.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Corporation, in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name and on behalf of the Corporation. Such authority must be in writing and may be general or confined to specific instances.

9.2 Checks, Drafts, Notes, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation shall be signed by the Chair or ~~vice-chair~~ Executive Director and countersigned by the ~~City Manager or~~ Director of Finance of the City of Peachtree City.

9.3 Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

9.4 Gifts. The Board of Directors may accept on the behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE TEN

Indemnification and Insurance

10.1 Indemnification. In the event that any person who was or is a party to or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, seeks indemnification from the Corporation against expenses, including attorney's fees (and in the case of actions other than those by or in the right of the Corporation, judgments, fines and amounts paid in settlement), actually and reasonably incurred by him in connection with such action, suit, or proceeding by reason of the fact that such person is or was a director, officer, employee, trustee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee, trustee, or agent of another Corporation, domestic or foreign, not-for-profit or for profit, partnership, joint venture, trust, or other enterprise, then, unless such indemnification is ordered by a court, the Corporation shall determine, or cause to be determined, in the manner provided under Georgia law; and, to the extent it is so determined that such indemnification is proper, the person claiming such indemnification shall be indemnified to the fullest extent now or hereafter permitted by Georgia law.

10.2 Indemnification Not Exclusive of Other Rights. The indemnification provided in Section 10.1 above shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the articles of incorporation of bylaws, or any agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while, holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, trustee, or agent, and shall inure to the benefit of the heirs, executors, and administrators of such a person.

10.3 Insurance. To the extent permitted by Georgia law, the Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, trustee, or agent of the Corporation, or is was serving at the request of the Corporation as a director, officer, employee, trustee, or agent or another corporation, domestic or foreign, not-for-profit or for profit, partnership, joint venture, trust or other enterprise.

ARTICLE ELEVEN

Miscellaneous

11.1 Books and Records. The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, Board of Directors, and committees having any of the authority of the Board of Directors. The Corporation shall keep at its registered or principal office a record giving the names and addresses of the directors.

11.2 Corporate Seal. The corporate seal (of which there may be one or more exemplars) shall be in such form as the Board of Directors may from time to time determine.

11.3 Fiscal Year. The Board of Directors is authorized to fix the fiscal year of the Corporation and to change the same from time to time as it deems appropriate.

11.4 Internal Revenue Code. All references in these bylaws to sections of the Internal Revenue Code shall be considered references to the most recent revision of the Internal Revenue Code, as from time to time amended, to the corresponding provisions of any applicable future United States Internal Revenue Law, and to all regulations issued under such sections and provisions.

11.5 Construction. Whenever the context so requires, the masculine shall include the feminine and neuter, and the singular shall include the plural, and conversely. If any portion of these bylaws shall be invalid or inoperative, then, so far as is reasonable and possible, the remainder of these bylaws shall be considered valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative.

11.6 Table of Contents; Headlines. The table of contents and headings are for organization only.

11.7 Relation to Articles of Incorporation. These bylaws are subject to, and governed by, the articles of incorporation.

ARTICLE TWELVE

Amendments

12.1 Powers to Amend Articles and Bylaws. Subject to the provisions of Section 12.2 of this Article, the Board of Directors shall have the power to alter, amend, or repeal the articles of incorporation or these bylaws, or adopt new bylaws; provided, however, that the Board of Directors shall have no power or authority to make any changes in the articles of bylaws which would in any way diminish or derogate from the duties at Section 2.2 of these Bylaws.

12.2 Conditions. Action by the Board of Directors with respect to the articles of incorporation or these bylaws shall be taken by the affirmative vote of a majority of all directors then holding office. Anything in these bylaws to the contrary notwithstanding, no action with respect to the articles of incorporation or these bylaws shall be taken without the prior written approval of the City Council.

ARTICLE THIRTEEN

Reserved Powers of the Council

13.1 Limitations on Board of Directors. Notwithstanding any other provision contained herein, the Board of Directors of the Corporation shall not undertake the following actions without the prior approval of the Council:

a. Expend cash or incur any indebtedness with respect to any transaction or group of related transactions in excess of 20,000.00, excluding any amounts previously approved as a part of the Corporation's capital budget or business plan (such transactions requiring approval pursuant to this section being hereinafter referred to as "Material Transactions");

b. Approve the acquisition of control by the Corporation of, or the affiliation of the Corporation with, any other entity;

c. Amend the articles of incorporation or bylaws of the Corporation;

d. Voluntarily file any petition in bankruptcy;

e. Adopt any short-term capital or operational or long-term budget of the Corporation; or

f. Acquire, sell, transfer or otherwise dispose of any assets of the Corporation, excluding: (i) transactions occurring in the ordinary course of business, (ii) transactions previously approved as part of the Corporation's budget or business plan, (iii) transactions among the Corporation and the City of Peachtree City.

ARTICLE FOURTEEN

Tax-Exempt Status

14.1 The affairs of the Corporation at all times shall be conducted in such a manner as to assure its status as an organization as defined in Section 501(c)(6) of the Internal Revenue Code.

14.2 The Corporation shall have all the powers permitted nonprofit corporations in the State. Notwithstanding anything contained herein to the contrary, the Corporation:

a. Shall only exercise such powers

b. Shall engage in only such activities

c. Is organized exclusively for such purposes as shall be permitted under Section(c)(6) of the Internal Revenue Code and regulations issued pursuant thereto as they now exist or as they may hereafter be amended.

14.3 No part of the income of the Corporation shall inure to the benefit of, or be distributable to, any director, officer, employee, or other agent of the Corporation or to any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation in furtherance of its purposes), and no director, officer, employee, or other agent of the Corporation, or any other private individual, shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation.

14.4 In the event of dissolution, the balance of all assets received by the Corporation for its operations, after the payment of all debts and obligations of the Corporation, shall be distributed to the City of Peachtree City (or an entity that is an integral part of the City of Peachtree City), provided that such entity's income is excludable from gross income under Section 115(1) of the Internal Revenue Code.

ARTICLE FIFTEEN

Adoption of Bylaws

Peachtree City Convention & Visitors Bureau. is organized under the laws of the State of Georgia on this _____ day of _______________________, 2010. The Bylaws were adopted by resolution of the Board of Directors and the Corporation on and became effective as of said date.

Effective date. This Amended and Restated By-Laws of the Peachtree City Convention & Visitors Bureau, Inc. shall become effective ______________________, 2014.

Adopted by a majority vote of the Board of Directors, in a public and open session of a regularly scheduled meeting of the Board of Directors, at which a quorum was present and voting on the ______ day of ________________, 2014.

Adopted: ____________________________
Shayne Robinson, Vice Chair
Peachtree City Convention &
Visitors Bureau, Inc.

Attest: ______________________________

Approved on ____________________, 2014, by a majority vote of the City of Peachtree City Council ("Council"), in a public and open session of a regular scheduled meeting, at which a quorum was present and voting.

By: ___________________________
Vanessa Fleisch, Mayor

ATTEST:

____
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council**

VIA: **City Manager**

FROM: **Deputy City Clerk**

DATE: **October 29, 2014**

SUBJECT: **Qualifying Location Permit – Spotty Merle, LLC**
November 6, 2014, Council Meeting

Recommendation:
Staff recommends Council consider the attached application for a qualifying location permit

Discussion:
Spotty Merle, LLC, 101 Gardner Park, has applied for a Qualifying Location Permit. Christopher Sherrer has asked to be considered as the Licensee and License Representative. The building includes a warehouse space that can be used for private parties and non-profit fundraisers.

Budgetary Impact:
The impact to the budget would be $150 annually. The Special Event Permit fee is $50, which is waived for non-profit organizations holding fundraisers.

Attachments

PEACHTREE CITY
PLAN TO STAY™

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

Application for Qualifying Location Permit

Name:	Location:
Spotty Merle, LLC	101 Gardner Park

Mailing Address:	Business Telephone:
101 Gardner Park, Peachtree City, GA 30269	404-941-3480

Name of Licensee: CHRIS SHERRER Spotty Merle, LLC	Home Address: 58 HARRIS Court, NEWNAN GA 30263	Home Phone Number: 678-283-7281
Name of License Representative: Chris Sherrer	Home Address: 58 Harris Court, Newnan, GA 30263	Home Phone Number: 678-283-7281

Please indicate the type of permit you are applying for:

✓	Malt Beverage
✓	Wine
✓	Distilled Spirits (Includes Malt Beverage and Wine)

NAME *Individual Owner's Name, Partners' Names, Corporation Name and the name of a Contact Person regarding License changes, taxes, etc.:*	**ADDRESS** *Please provide Home Addresses for the individuals listed:*	**TELEPHONE** *Please provide Home and Business Numbers for individuals listed:*
Southern Ground Family, Inc.	101 Gardner Park	404-941-3480

PEACHTREE CITY
PLAN TO STAY

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

State of Georgia

City of Peachtree City

I, William E. McCollom, Chief of Police for the City of Peachtree City, do hereby certify that:

Christopher Ron Sherrer
58 Harris Court
Newnan, GA 30263

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

W. M
William E. McCollom
Chief of Police

10/21/14
Date

Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Community Services Director**
FROM:	**Senior Planner** David
DATE:	**October 31, 2014**
SUBJECT:	**Public Hearing – Consider Renewal of Multi-family Rezoning Moratorium** November 6, 2014 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 2014, 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 MORATORIIUM*

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.

CITY OF PEACHTREE CITY

Office of the City Manager

Date: October 31, 2014

TO: Mayor and City Council

FROM: James L. Pennington EdD

RE: Lake Peachtree Additional Dredging Analysis Discussion

As the county moves forward with plans for the dredging of the Lake Peachtree contractually designated areas, the dredging of other areas not included needs to be addressed. Over the past two years there have been discussions on various occasions regarding the possibility of the city appending themselves to the county's contract and dredging other areas of the Lake that have experienced silting and reducing its depth. We are now at that time when Council needs to revisit this issue.

In order to make projections that could lead to more in-depth discussions in the decision making process, ISE was requested to review the lake and provide an additional dredging analysis. That has been completed and preliminary information gathered so that Council can have an informed discussion of the matter. I have attached a copy of the ISE analysis for your review prior to the November 6, 2014 Council meeting. I have requested that a representative of ISE be present to provide an overview of the information and help guide the discussion and address questions.

I would note this is not a request to proceed, but rather a discussion as to whether Council wishes to conduct additional dredging and the funding requirements of the various levels of dredging, if any.

INTEGRATED
Science & Engineering
Atlanta / Savannah

1039 Sullivan Road, Suite 200, Newnan, GA 30265
(p) 678.552.2106 (f) 678.552.2107

Memorandum

To: Dave Borkowski, P.E.
Company: City of Peachtree City
From: Richard Greuel, P.E.
Date: September 25, 2014
Subject: Lake Peachtree Additional Dredging Analysis

Project No.: 1014.1419

Copy to:

Introduction

Integrated Science & Engineering, Inc. (ISE) has been contracted to assist Peachtree City (City) with identifying the volumes of sediment that would need to be removed from Lake Peachtree to ensure that a minimum depth of water is maintained throughout the lake. At present, the Fayette County Water System (County) is working to develop plans and specifications to dredge select portions of Lake Peachtree as part of their usage contract with the City. However, it was noted that the areas to be dredged are contractually defined and do not cover the entire lake. As such, the City desired to identify the level of effort required to dredge those areas outside of the County's area of responsibility.

Survey

As noted, ISE's effort related to this project was limited to those areas of the lake that are not being dredged by Fayette County. In order to quantify the volume of material that would need to be removed, ISE conducted a limited field run survey of the edges of the lake where material would need to be removed. For the purposes of surveying, the surveyors were instructed to conduct a strip survey between the edge of the lake at normal pool (Elevation 784.4) and a point at which water would be approximately 4.5-feet deep (Elevation 779.9) at normal pool. Additionally, the surveyors were instructed to take select measurements on the island immediately south of Battery Way Park on the eastern shore of the of the lake. It is our understanding that this island was formed by the deposition of dredged materials from a previous dredging effort by the County prior to 1993.

Earthwork Analysis

Following completion of the surveying effort, ISE personnel utilized AutoCAD analysis software to estimate the amount of material that would need to be removed from the lake (in areas not being dredged by the County) to provide for a minimum depth of 3-feet, 3.5-feet, and 4-feet. Additionally, ISE also performed an earth work analysis of the volume of material that would need to be removed in order to remove the island to a point at which there would be 4-feet of water at normal pool.

INTEGRATED
Science &
Engineering

Atlanta / Savannah

1039 Sullivan Road, Suite 200, Newnan, GA 30265
(p) 678.552.2106 (f) 678.552.2107

Memorandum

The results of our analysis are shown below:

- 13,400 cubic yards to ensure a minimum depth of 3-feet
- 20,100 cubic yards to ensure a minimum depth of 3.5-feet
- 27,000 cubic yards to ensure a minimum depth of 4-feet
- 97,500 cubic yards to remove the island

Attached to this memo, you will also find a map that illustrates the approximate area that would be affected by dredging of material for maintaining a minimum depth of 4-feet.

Dredging Cost Analysis

ISE has not developed a formal dredging plan for any of the scenarios outlined above. However, for the purposes of discussion, we believe that it is not unreasonable to expect effective unit rates of $30 to $50 per cubic yard of material removed. Based on this assumption, the anticipated costs could be as outlined below:

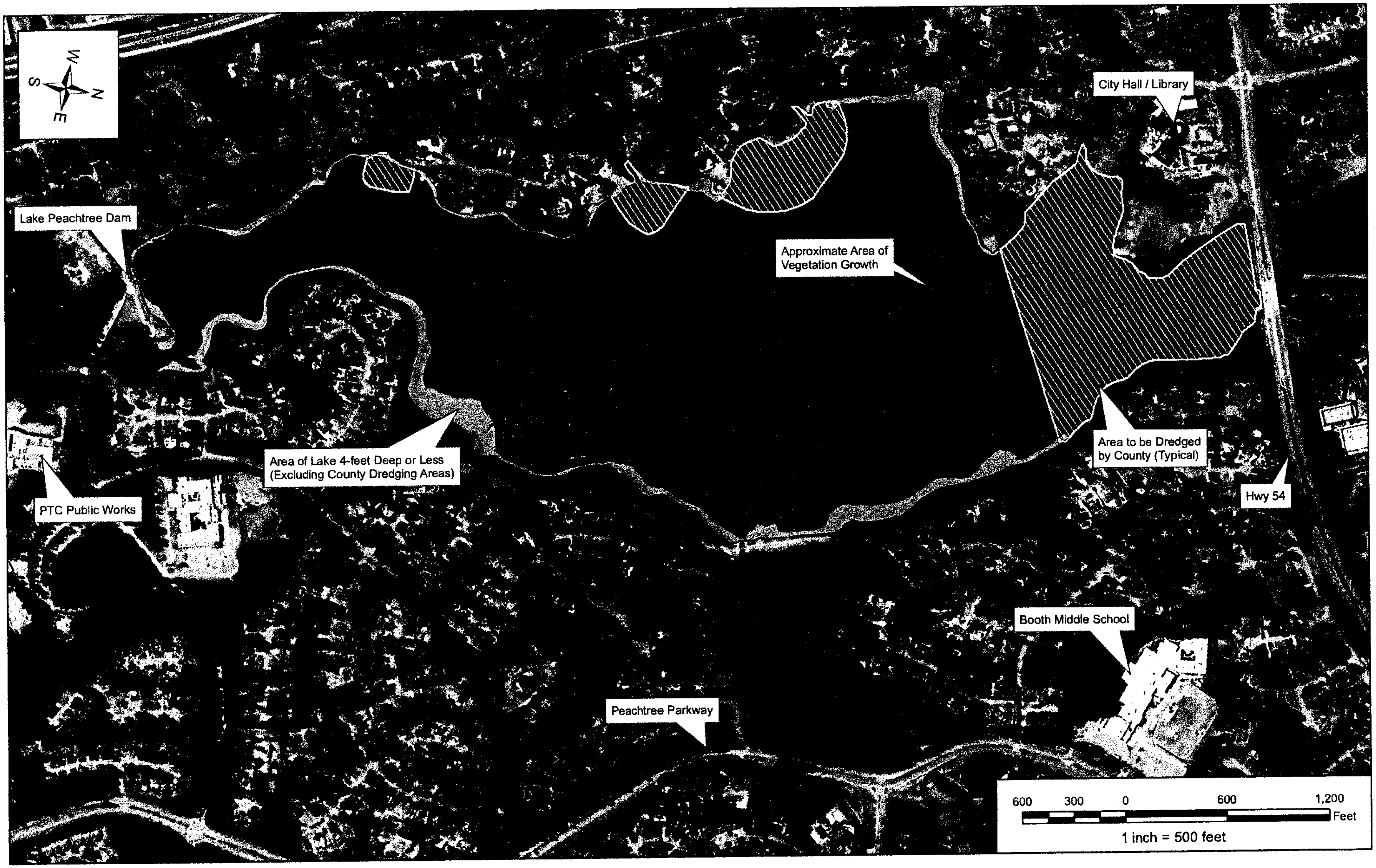
Description	Estimated Cost
3-feet Minimum Depth (13,400 cu yd)	$402,000 – $670,000
3.5-feet Minimum Depth (20,100 cu yd)	$603,000 – $1,005,000
4-feet Minimum Depth (27,000 cu yd)	$810,000 – $1,350,000
Removal of Island (97,500 cu yd)	$2,925,000 – $4,875,000

Please note that the costs shown above are based on no design. Actual costs could vary significantly and will need to take into account issues such as haul routes, damage to City infrastructure from truck loads, disposal sites, environmental permitting, etc.

Conclusion

ISE appreciates the opportunity to be of service to the City. Should you have any questions, please feel free to contact us at any time.

Attachment.



N
E
S
W
Lake Peachtree Dam
City Hall / Library
Approximate Area of
Vegetation Growth
Area of Lake 4-feet Deep or Less
(Excluding County Dredging Areas)
PTC Public Works
Area to be Dredged
by County (Typical)
Hwy 54
Booth Middle School
Peachtree Parkway
600 300 0 600 1,200
Feet
1 inch = 500 feet

City Council of Peachtree City
REVISED AGENDA
November 6, 2014
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Proclamation for Veterans Day
Recognize Graduates of Citizens Police Academy

IV. Public Comment

V. Agenda Changes

VI. Minutes
August 4, 2011, Executive Session Minutes
August 18, 2011, Executive Session Minutes
October 7, 2014, Workshop Minutes
October 16, 2014, Regular Meeting Minutes

VII. Consent Agenda
1. Consider Changes to CVB Bylaws
2. Alcohol – Consider Qualifying Location Permit, Spotty Merle, LLC, 101 Gardner Park
3. Consider Acquisition of Cart Path Easement, Rite Aid/SR 74 South

VIII. Old Agenda Items

IX. New Agenda Items
11-14-01 Public Hearing – Multi-family Moratorium
11-14-02 Discuss Dredging of Lake Peachtree
11-14-03 Consider Request to Authorize Signature on CSX Agreement for MacDuff Bridge Crossing

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 LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

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

TO: Mayor and Council
City of Peachtree City

FROM: Theodore P. Meeker, III
City Attorney

DATE: November 4, 2014

RE: Cart Path Easement at Rite Aid/Highway 74 South

Staff has been in negotiation with the property owner of the Rite Aid on Highway 74 South for a cart path easement. In connection with the negotiation process, an appraisal was obtained for the value of the cart path easement.

Staff and the property owner have reached a tentative agreement as to the value of the easement acquisition. The negotiated value, $12,500.00, is consistent with the appraised value for obtaining such property rights. Said tentative agreement was made subject to approval of the City Council.

Staff is recommending that this acquisition be approved. The related easement documents are attached.

TPM/
Enclosures

After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the _____ day of ________ in the year 20___.

WITNESSETH that The Estate of Rosa Pajon the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as Somerby Pathway (hereinafter "the Project") and as set forth on the set of construction plans titled Right of Way of Proposed Somerby Pathway, dated 3/14/2014, (hereinafter "the Plans") which plans are maintained in the office of the City Engineer, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said project, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

> All that tract or parcel of land lying and being in Land Lot 29 of the 6th Land District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said temporary construction easement is hereby conveyed, consisting of 248.35 square feet, more or less, as shown crosshatched on the plat of the property titled " Right of Way Map", prepared by Pond and Company for the City of Peachtree City, Georgia, dated 03/14/14, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B being incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

The Estate of Rosa Pajouk
By its Executor Roman Delik

Signed, Sealed and Delivered

this 23 day of October,

2014, in the presence of:

(JOHN WALES)

Witness

_____________________(L.S.)

_____________________(L.S.)

Pursuant to Letters Testamentary in Book 212 Pg 15 Dekalb County Records

Notary Public

My Commission expires:

Liza Mano
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires
04/19/2016

After recording, return to:

Theodore P. Meeker, III
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____ in the year 20_____, between ______________________________, as parties of the first part, hereinafter referred to collectively as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property described consisting of approximately 0.012 acres in area as shown crosshatched on the plat of the property titled "Right of Way Map", prepared by Pond and Company for the City of Peachtree City, Georgia, dated 03/14/2014, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a multi-use path, together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

The Estate of Rosa Pajonk
(By its Executor) Roman DeVille

Signed, Sealed and Delivered

this 23 day of October,

2014, in the presence of:

(JOHN WALES)

Witness

Notary Public

My Commission Expires:

Liza Mano
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires
04/19/2016

_______________(L.S.)

_______________(L.S.)

Pursuant to Letters Testamentary in Book 212 Page 15 Fulton County Records

After recording, please return to:

Theodore P. Meeker, III, Esq.
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TEMPORARY CONSTRUCTION EASEMENT

STATE OF GEORGIA
FAYETTE COUNTY

THIS CONVEYANCE made and executed the _____ day of ________ in the year 20___.

WITNESSETH that The Estate of Rosa Pajonk the undersigned, (hereinafter referred to collectively as 'Grantor'), is the owner of a tract of land in Fayette County, Georgia, which is affected by the project to be performed by the City of Peachtree City, Georgia, identified as Somerby Pathway (hereinafter "the Project") and as set forth on the set of construction plans titled Right of Way of Proposed Somerby Pathway, dated 3/14/2014, (hereinafter "the Plans") which plans are maintained in the office of the City Engineer, City of Peachtree City, 153 Willowbend Road, Peachtree City, Georgia 30269 to which reference is hereby made.

NOW, THEREFORE, in consideration of the benefit to said property by the construction and maintenance of said project, Grantor does hereby grant to the City of Peachtree City, Georgia the right to execute certain construction and or improvements as indicated on the Plans over and upon the Grantor's property abutting on and adjacent to the Project in such manner as the City of Peachtree City may deem proper to support or accommodate the Project, including the right to construct and maintain any required slopes and utilities, relocated or added, or other improvements reflected on the Plans, within the following easement area being more particularly described as follows:

> All that tract or parcel of land lying and being in Land Lot 29 of the 6th Land District of Fayette County, Georgia, and being more particularly shown on Exhibit "A" attached hereto and made a part hereto by this reference.

Said temporary construction easement is hereby conveyed, consisting of 301.51 square feet, more or less, as shown crosshatched on the plat of the property titled " Right of Way Map", prepared by Pond and Company for the City of Peachtree City, Georgia, dated 03/14/14, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," said Exhibits A and B being incorporated herein and made a part hereof. The easement conveyed herein expires upon completion of the Project by the City of Peachtree City, Georgia.

Grantor hereby warrants that Grantor has the right to sell and convey said land and bind himself, his heirs, executors and administrators forever to defend by virtue of these presents.

In consideration of the temporary construction easement granted herein, and to the greatest extent practicable, the City of Peachtree City agrees to replace or restore the easement area upon completion of the Project to the condition of such area as of the date of this Temporary Construction Easement.

IN WITNESSETH WHEREOF, Grantor has hereunto set his hand and seal the day above written.

The Estate of Rosa Pajonk
(By & thru its Executor) Roman H DeVille

Signed, Sealed and Delivered ____________________(L.S.)

this 23 day of October,

2014, in the presence of:

____________________(L.S.)

(JOHN WALES) Pursuant to Letters Testamentary in Book 212 Page 15 ~~Dekalb~~ Fulton County Records

Witness

Notary Public

My Commission expires:

Liza Mano
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires
04/18/2016

After recording, return to:

Theodore P. Meeker, III
SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this _____ day of _____ in the year 20_____, between Estate of Rosa Pajano as parties of the first part, hereinafter referred to collectively as "GRANTOR", and the City of Peachtree City, a political subdivision of the State of Georgia, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

A perpetual non-exclusive easement over, through, under and across certain property described consisting of approximately 0.030 acres in area as shown crosshatched on the plat of the property titled "Right of Way Map", prepared by Pond and Company for the City of Peachtree City, Georgia, dated 03/14/2014, said plat attached hereto and made a part of this deed as Exhibit "A," said easement being more particularly described in the Legal Description attached hereto as Exhibit "B," which Exhibits are incorporated herein by express reference and made a part hereof.

The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a Drainage Easement together with all necessary and required pipes, conduits and apparatus, over, through, under, and across the subject property. The permanent easement herein granted shall be perpetual in duration.

The Grantor shall assume no liability for injuries or damages to public users of the City's drainage easement, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor herein and shall inure to the benefit of the successors in interest of the grantee herein.

IN WITNESS WHEREOF, the grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

____

The estate of Rosa Paponk (dec)
By & Through its Executor Roman Dewitt

Signed, Sealed and Delivered

this 23 day of October

20/14, in the presence of:

(JOHN WALES)

Witness

Notary Public

My Commission Expires:

Liza Mano
NOTARY PUBLIC
Cobb County, GEORGIA
My Comm. Expires
04/19/2016

_______________________________(L.S.)

_______________________________(L.S.)

pursuant to Letters Testamentary in Book 212 Page 15 Fulton County Records

CITY OF PEACHTREE CITY

Office of the City Manager

TO: Mayor and City Council

FROM: James L. Pennington, EdD
City Manager

DATE: November 4, 2014

SUBJECT: Request to authorize signature on CSX Agreement for MacDuff Bridge Crossing

---

In order for the proposed new grade separated crossing, referred to as the MacDuff Parkway Bridge over the CSX rail lines to proceed, the attached construction agreement requires signature by the Mayor on behalf of the City of Peachtree City. The developers (Brent Scarborough and Company, Inc.) are also required to sign.

As you are aware this project has lain dormant for some time and now that the developers are ready to proceed with the construction of the development and the Scarborough portion of MacDuff Parkway including the bridge, the developer has undertaken discussions with officials of the CSX railroad to secure permission to construct a bridge over the rail tracks. The attached construction agreement is a major step in bringing this project into reality.

Our City Attorney, Ted Meeker, has reviewed the agreement and concurred that it is ready for approval. Please note that the expenses referenced in Exhibit D (Force Account Estimates) will be paid by private parties, not the city.

Recommendation: Authorize the Mayor to sign the Construction Agreement with CSX (Construction Agreement for a Grade Separated Crossing is attached).

CONSTRUCTION AGREEMENT

This Agreement is made as of _______________, 20__, by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("CSXT"), the City of Peachtree City, Georgia , a body corporate and politic under the laws of the State of Georgia ("Agency"), and Brent Scarborough and Company, Inc., a corporation in the State of Georgia ("Developer").

EXPLANATORY STATEMENT

1. Developer proposes to construct, or to cause to be constructed, a New Grade Separated Crossing, MacDuff Parkway Bridge over CSXT at, or near CSXT M.P. ANB 832.2, Atlanta Division, Atlanta Terminal Subdivision, in Peachtree City, Fayette County, Georgia (the "Project") to facilitate the development of Developer's property in the vicinity of the Project by Developer for residential community housing purposes.

2. Developer has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal governmental agencies (including Agency) and their respective governing bodies and regulatory agencies necessary to proceed with the Project and to appropriate all funds necessary to construct and maintain the Project.

3. Upon completion of the Project and Agency's inspection and acceptance of the Project, consisting of all of its permanent aspects of the Project, including its piers, abutments, framework, deck, approaches, supports, roadway, sidewalks, lighting, railings, curbing, landscaping and all incidental or appurtenant improvements, Agency shall accept from Developer, by dedication and/or warranty deed, title to the Project and shall assume all maintenance obligations with respect to the Project as more particularly described by this Agreement.

4. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. PROJECT PLANS AND SPECIFICATIONS

1.1 Preparation and Approval. Pursuant to Exhibit A, all plans, specifications and drawings necessary or appropriate to the design and construction of the Project shall be prepared, at Developer's sole cost and expense, by Developer or CSXT or their respective consultants or contractors. Project plans, specifications and drawings prepared by or on behalf of Developer shall be subject, at CSXT's election, to the review and approval of CSXT and Agency. Such plans, specifications and drawings, whether in original or amended form, as prepared or approved by CSXT and Agency, are referred to as the "Plans". Upon the approval of CSXT and Agency, the Plans shall be incorporated and deemed a part of this Agreement. Plans submitted for approval by CSXT and Agency as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with the Plans satisfy CSXT's then existing requirements. CSXT expressly disclaims all other representations and warranties in connection with such Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of Developer, Agency or any other persons of such Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans. Modifications to the Plans will be permitted only with the approval of CSXT and Agency.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment by Developer to CSXT of Reimbursable Expenses (as provided by Section 4), CSXT shall provide, or cause to be provided through its consultants and subcontractors, the services as set forth by Exhibit A to this Agreement. Developer agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or liability exposure of any kind, and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 Developer Work. Developer shall perform, or cause to be performed, all work as set forth by Exhibit A, at Developer's sole cost and expense.

2.3 Conduct of Work.

2.3.1 By CSXT. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from Developer; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) delivery of the performance bonds and the Letter of Credit required by Section 5; and (v) CSXT's approval of insurance required by Section 9. CSXT's initiation of any work under this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section.

2.3.2 By Developer. Neither Developer nor its contractors ("Contractors" or "Contractor") shall commence any work on CSXT property, unless and until: (i) approval by CSXT and Agency of Plans for such work pursuant to Section 1; (ii) CSXT's approval of insurance required by Section 9; (iii) issuance of all permits, approvals and authorizations necessary or appropriate to such work; (iv) payment to CSXT of all Reimbursable Expenses required prior to commencement of such work pursuant to Section 4.1; (v) in the case of work to be performed by Contractor, such Contractor executes and delivers to CSXT the acknowledgment required by Section 3; and (vi) delivery of the performance bonds required by Section 5.

2.3.3 Completion of Work. The parties intend that all work by CSXT or on or over CSXT property shall be concluded by July 31, 2009. Failure to do so for any reason shall not constitute a default by CSXT.

3. SPECIAL PROVISIONS

Developer shall observe and abide by, and shall require its Contractors ("Contractors") to observe and abide by, the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that Developer performs Project work itself, Developer shall be deemed a Contractor for purposes of this Agreement. Developer further agrees that, prior to the commencement of Project work by any third party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. Developer shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation but not limited to, (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for tools, equipment, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with the overhead percentages and additives established by CSXT (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). However, the parties acknowledge and agree that actual Reimbursable Expenses may exceed or differ from those set forth in the Estimate, and Developer shall reimburse CSXT for all such Reimbursable Expenses. In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide Developer with the revised estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for Developer's approval. CSXT may elect, by delivery of notice to Developer, to immediately cease all further work on the Project, until Developer provides such approval and confirmation. Upon Developer's approval of the revised estimate, such revised estimate shall be deemed to be the new Estimate.

4.3 Payment Terms. It is the understanding and mutual intent of the parties that CSXT shall obtain payment in advance of its incurrence of Reimbursable Expenses. Accordingly, the parties agree as follows:

4.3.1 Payment Schedule. Developer shall pay CSXT for Reimbursable Expenses as set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised from time to time pursuant to Section 4.2).

4.3.2 Final Invoice and Reconciliation. Following the completion of the Project, CSXT shall submit to Developer a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from Developer. Developer shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery of such invoice to Developer. In the event that the payments received by CSXT from Developer exceed the Reimbursable Expenses, CSXT shall remit such excess to Developer.

4.3.3 Default Remedies. In the event that Developer fails to pay CSXT any sums due CSXT under this Agreement: (i) Developer shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to Developer: (A) to immediately cease all further work on the Project, unless and until Developer pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 Delivery of Invoices and CSXT Payment Address. All invoices from CSXT shall be delivered to Developer in accordance with Section 17 of this Agreement. All payments by Developer to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to Developer.

CSX Transportation, Inc.
P. O. Box 116651
Atlanta. GA 30368-6651

4.4 Effect of Termination. Developer's obligation to pay CSXT Reimbursable Expenses through the effective date of any termination of this Agreement in accordance with Section 4 shall survive.

4.5 Agency's Expenses. CSXT shall bear no responsibility or liability to Agency for payment of any costs or expenses owed or due Agency from Developer.

5. DEVELOPER'S ASSURANCES

Upon the execution and delivery of this Agreement, Developer shall provide to CSXT the following:

5.1 Performance Bond. Developer shall provide to CSXT and Agency performance and maintenance bonds, in form and substance and from a surety acceptable to CSXT and Agency, or such other security acceptable to CSXT and Agency, to secure performance of Developer's obligations under this Agreement, including performance of work to be performed by Developer or its Contractors and the maintenance of the Project following its completion until Project is dedicated and conveyed to Agency in accordance with Section 13.

5.2 No Liens. Developer shall not permit or create any liens upon or security interest in the Project or CSXT's property. Developer's failure to promptly discharge and release any such lien or security interest shall constitute a default by Developer under this Agreement. In such case, in addition to its other remedies pursuant to this Agreement, CSXT shall be entitled (but not required) to obtain the discharge and release of such lien or security interest, at the sole cost and expense of Developer.

5.3 Letter of Credit. Developer shall obtain and maintain, until the acceptance and dedication of the Project to Agency in accordance with Section 13.1, to secure the satisfaction of all of its obligations under Section 4, 5, 8.1, 8.3 and 13.1 of this Agreement, an irrevocable unconditional letter of credit for the benefit of CSXT, in form and substance acceptable to CSXT (the "Letter of Credit"). CSXT shall be entitled to draw upon the Letter of Credit, in whole or in part, in the event that: (i) Developer has failed to observe or perform such obligations; or (ii) for any reason within one year from the date of completion of the Project Developer has failed to assign and convey the Project to Agency, or Agency has failed to accept such assignment and conveyance in accordance with Section 13.1.

5.3.1. Letter of Credit Expiration To ensure that the Letter of Credit does not expire, the Letter of Credit shall be effective for a term of two years and shall be renewed by Developer for successive two year terms within fifteen days after the first anniversary of each such two year term. CSXT shall be entitled to draw upon the Letter of Credit, in whole or in part, in the event that: (i) Developer has failed to observe or perform any of the foregoing obligations; or (ii) for any reason, on or before December 31, 2015, Developer has failed to assign and convey the Bridge to Agency, or Agency has failed to accept such assignment and conveyance in accordance with Section 13.1.

5.4 Contract Warranties. Developer shall obtain from its Contractor warranties as to its work and materials with respect to the Project, copies of which have been furnished to Agency and CSXT, which Developer shall enforce, and shall accrue to the benefit of, and may be enforced by Agency and/or CSXT.

5.5 Default Remedies. In the event that any of the performance bonds or other security required by this Section shall expire, terminate or otherwise become unenforceable or invalid in any respect, or there shall occur an event of default, CSXT shall be entitled, by delivery of notice to Developer to terminate this Agreement and/or terminate or suspend performance of all work on the Project by CSXT and by Developer and its Contractors on CSXT property.

6. EASEMENTS AND LICENSES

6.1 Developer Obligation. Developer shall acquire all necessary licenses, permits and easements required for the Project.

6.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants Developer a nonexclusive license to access CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT or its authorized representative, and such temporary construction easements as may be designated on the Plans approved by CSXT and Agency.

6.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Developer, easement (the "Easement") for the use and maintenance of the Project as set forth in Section 10.1 wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to CSXT, Agency and Developer. Upon request by CSXT, Developer shall furnish to CSXT descriptions and plat plans for the Easement.

7. PERMITS

At its sole cost and expense, Developer shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT and Agency.

8. TERMINATION OF PROJECT OR AGREEMENT

8.1 By Developer. For any reason, Developer may, at its sole remedy, terminate this Agreement and the Project, by delivery of notice to CSXT. Developer acknowledges and agrees that, in the event of the actual, purported or alleged breach of this Agreement by CSXT, Developer's sole remedy is termination of this Agreement, and Developer shall not pursue either specific performance or recovery of direct, indirect, consequential, incidental or punitive damages. Regardless of the reason for such termination, Developer shall reimburse CSXT for all costs and expenses incurred by CSXT pursuant to this Agreement, including costs incurred in stopping work and returning CSXT property to its original condition.

8.2 BY CSXT. In addition to the rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to Developer and Agency in the event that Developer or its Contractors fail to observe or perform any of their obligations under this Agreement, and such failure continues more then ten (10) business days following delivery of notice of such failure by CSXT to Developer.

8.3 Consequences of Termination. If the Agreement is terminated by a party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. Developer shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce Developer's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to Developer shall be to refund to Developer payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

9. INSURANCE

In addition to the insurance that Developer requires its Contractor to have, Developer shall acquire or require its Contractor to acquire insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither Developer nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved in writing by CSXT's Risk Management Department. If Developer shall fail for any reason to maintain such insurance, CSXT shall be entitled, by delivery of notice to Developer to terminate this Agreement and/or terminate or suspend performance of all work on the Project by CSXT and by Developer and its Contractors on CSXT property.

10. OWNERSHIP, MAINTENANCE AND ALTERATIONS

10.1 Ownership and Maintenance. Unless and until Agency accepts the Project in accordance with Section 13, Developer shall own and without costs to CSXT, maintain, repair, replace and renew the Project. In the event Developer fails to do so after reasonable notice from CSXT (no more than ninety (90) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at the sole cost and expense of Developer. Developer shall notify CSXT of all maintenance and repair activities to be undertaken on, over or within fifty (50) feet of CSXT's right-of-way and enter into such flagging and protective services agreements, as CSXT may require, to ensure the safe and efficient operation of its rail service and Developer's maintenance activities, at Developer's sole cost and expense. Following Agency's acceptance of the Project in accordance with Section 13, Agency shall own the Project and abide by the foregoing provisions applicable to Developer.

10.2 Alterations. Neither Agency nor Developer shall undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. For the purposes of this Section 10.2, an alteration, modification or expansion of the Project consists of changes to the dimensions of the Project within the bounds of CSXT's property or right-of-way, or air space over such Property or right-of-way, including, without limitation, vertical and horizontal clearances, changes affecting the useful life, use or capacity of the Project or any of its components.

10.3 No Use Prior to Agency's Acceptance. Agency and Developer acknowledge and agree that the Project shall not be opened to pedestrian or vehicular traffic other than for use by Developer or its Agents, and Developer shall barricade and post signage acceptable to CSXT and Agency to prevent such use of the Project by other than Developer and its Agents, at Developer's sole cost and expense, until Developer has assigned, conveyed and dedicated to Agency, and Agency has accepted such assignment, conveyance and dedication of the Project, in accordance with Section 13.

10.4 Cessation of Use. Upon abandonment of the use of the Project and subject to the dedication and conveyance of the Project to Agency in accordance with Section 13.1, the Agency shall be responsible for removal of the Project, at its sole cost and expense, and shall reimburse CSXT for all costs and expense incurred by CSXT in connection with such removal.

10.5 Permanent Easement. The Easement granted by CSXT pursuant to Section 6.3 shall incorporate the foregoing provisions and such other covenants and restrictions as CSXT may require to implement the provisions of this Section 10.

11. INDEMNIFICATION

11.1 Generally. To the maximum extent permitted by applicable law, Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, CSXT's affiliates, Agency, Developer, its Contractors or their respective agents or representatives), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, CSXT's affiliates, Agency, Developer its Contractors or their respective agents or representatives) and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, Developer, Agency and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

11.2 Compliance with Laws. Developer and its Contractors shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. Developer and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

11.3 CSXT Affiliates. For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

11.4 Notice of Incidents. Developer and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

11.5 Survival. The provisions of this Section 11 shall survive the termination or expiration of this Agreement, for any reason.

12. INDEPENDENT CONTRACTOR

The parties agree that neither Developer nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by Developer or Developer's Contractor, or the construction practices, procedures, and professional judgment employed by Developer or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 12 shall in no way affect the absolute authority of CSXT to prohibit Developer or its Contractor or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

13. PUBLIC DEDICATION OF PROJECT

13.1 Dedication and Conveyance. Upon completion of the Project, Developer shall deliver notice of completion to CSXT and Agency. Agency and CSXT shall promptly inspect the Project and notify Developer and the other party of its acceptance of the Project or its determination that the Project requires further work to comply with the Plans. If either Agency or CSXT notify Developer of its determination that such work is required, Developer shall promptly perform such work and notify CSXT and Agency upon completion of such work. Upon the completion of the Project in accordance with the Plans, to the satisfaction of CSXT and Agency, Developer shall assign, dedicate and convey to Agency, and Agency shall accept such assignment, dedication and conveyance of clear and merchantable title to all of Developer's right, title and interest in or to the Project and Developer's obligations under Section 10 of this Agreement and the Easement, by written instrument acceptable in form and substance to CSXT and Agency. In the event that such assignment, conveyance, and dedication is not completed by December 31, 2015, CSXT shall, subject to its written approval of an extension of this date, be permitted to terminate this Agreement pursuant to Section 8 and to require the removal of the Project within CSXT right-of-way in accordance with Section 8.3.

13.2 Termination of Developer Assurances. Upon the execution and delivery of all documents necessary to accomplish the assignment, conveyance and dedication by Developer to Agency pursuant to Section 13.1, CSXT shall release Developer from its obligations under this Agreement (including all performance bonds), and Guarantors of its obligations under the Guaranty Agreement.

14. COMPLETE UNDERSTANDING

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

15. WAIVER

If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

16. ASSIGNMENT

CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. Developer shall not assign its rights or obligations under this Agreement without CSXT's prior written approval, which approval may be withheld for any reason.

17. NOTICES.

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other parties:

If to CSXT:	CSX Transportation, Inc. 500 Water Street, J-301 Jacksonville, Florida 32202 Attention: Director Project Management – Public Projects
If to Developer:	Brent Scarbrough and Company 270 North Jeff Davis Drive Fayetteville, GA 30214 Attention: Ms. Donna Black
If to Agency:	Peachtree City 151 Willowbend Road Peachtree City, GA 30269 Attention: Ms.Vanessa Fleisch - Mayor

18. SEVERABILITY

The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

19. APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Georgia, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Duval County, Florida and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Duval County, Florida.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, each by their duly authorized representatives as of the date of this Agreement.

BRENT SCARBROUGH AND COMPANY, INC.

By: ______________________________
Name: D. Brent Scarbrough
Title: President

PEACHTREE CITY, GEORGIA

By: ______________________________
Name: Vanessa Fleisch
Title: Mayor, Peachtree City, Georgia

CSX TRANSPORTATION, INC.

By: ______________________________

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EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. Developer shall let by contract to its Contractors:

1. Construction of new overhead vehicular bridge structure, including fencing, in accordance with approved plans.
2. Construction of all portions of the Project, including all roadways, grading, drainage and paving, approaches, sodding, seeding and planting of slopes, and guardrails, etc.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Flagging and other protective services, as may be necessary.
3. Construction engineering and inspection and periodic field reviews to protect the interests of CSXT.
4. Any other services specifically identified by the Agreement

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EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by Developer to CSXT for its review and approval:

SHEET	TITLE	PREPARER	DATE
1 of 12	General Plan and Elevation	Structural Engineering Solutions, LLC	09/02/08
2 of 12	General Notes	Structural Engineering Solutions, LLC	09/02/08
3 of 12	Deck Plan	Structural Engineering Solutions, LLC	09/02/08
4 of 12	Deck Section	Structural Engineering Solutions, LLC	09/02/08
5 of 12	Miscellaneous Details	Structural Engineering Solutions, LLC	09/02/08
6 of 12	Type III PSC Beam Details	Structural Engineering Solutions, LLC	09/02/08
7 of 12	Bearing Details	Structural Engineering Solutions, LLC	09/02/08
8 of 12	End Bents 1 & 2	Structural Engineering Solutions, LLC	09/02/08
9 of 12	As-Built Foundation	Structural Engineering Solutions, LLC	09/02/08
10 of 12	Reinforcing Schedule	Structural Engineering Solutions, LLC	09/02/08
11 of 12	Wall No. 1 Details	Structural Engineering Solutions, LLC	09/02/08
12 of 12	Wall No. 2 Details	Structural Engineering Solutions, LLC	09/02/08

Structure plans for MacDuff Parkway over CSXT Railroad, dated August 2008, Revised September 02, 2008 prepared by Structural Engineering Solutions, LLC, 3260 Isoline way, Smyrna, GA 30080

NOTE: **In the event subsequent plan submissions are made by Developer to CSXT for review and approval, once approved by CSXT and Agency, said plans shall be considered to be incorporated into this Exhibit B as of the date of CSXT's written approval.**

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EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors and assigns.

"CSXT Representative" shall mean the authorized representative of CSX Transportation, Inc.

"Agreement" shall mean the Agreement between CSXT and Agency dated as of __________, as amended from time to time.

"Agency" shall mean the Brent Scarborough and Company, Inc

"Agency Representative" shall mean the authorized representative of Brent Scarborough and Company, Inc.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The CSXT Representative shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by the Agency or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. Agency or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. Agency or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve Agency or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, Agency or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of Agency or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. Agency or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date Agency or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or Agency, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or Agency, but must be approved by both CSXT and Agency. Agency or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should Agency or Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the Agency or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If Agency or Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the Agency or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein Agency or Contractor agrees to bear all costs and liabilities related to such access.

B. Agency and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. Agency or Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, Agency or Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore

B. Agency or Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. Agency and Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. Agency and Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. Agency and Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by Agency or Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

Agency and Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless Agency or Contractor has received CSXT Representative's prior written permission. Agency and Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require Agency or Contractor to move, such material and equipment at Agency's or Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which Agency and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. Agency or Contractor shall obtain CSXT Representative's and Agency Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, Agency or Contractor must comply with the following:

    a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of Agency or Contractor.

    b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

    c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

    d. Agency or Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at Agency's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at Agency's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If Agency's or Contractor's actions result in delay of any trains, including Amtrak passenger trains, Agency shall bear the entire cost thereof.

    e. Agency and Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

    a. Determine the approximate location of trains and advise Agency or Contractor of the approximate amount of time available for the blasting operation and clean-up.

    b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

Agency or Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. Agency or Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and bridge construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to Agency's or Contractor's operations shall be performed at Agency's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever Agency or Contractor or their equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. Agency shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. Agency or Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. Agency shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve Agency or Contractor from liability for its Work.

E. CSXT shall render invoices for, and Agency shall pay for, the actual pay rate of the flagpersons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by Agency using the new rates. Agency and Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

Agency shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

Agency or Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to Agency or Contractor. Agency or Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If Agency or Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require Agency and/or Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due Agency and/or Contractor; (c) CSXT may require Agency to withhold monies due Contractor; and (d) CSXT may cure such failure and the Agency shall reimburse CSXT for the cost of curing such failure.

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Project: Peachtree City, (Fayette County), GA
Proposed New Grade Separated Crossing
MacDuff Parkway Bridge Over CSXT
DOT No.: TBD, MP: ANB 832.2
Atlanta Division, Atlanta Terminal S/D
CSX OP No.: 135005

EXHIBIT D

CSX TRANSPORTATION, INC.
FORCE ACCOUNT ESTIMATE

ACCT. CODE : 709 - 135005

ESTIMATE SUBJECT TO REVISION AFTER: **3/29/2015** **DOT NO.:** TBD
CITY: Peachtree City **COUNTY:** Fayette **STATE:** GA
DESCRIPTION: Flagging Coordination and CE & I for Proposed Grade Separated Crossing (single span bridge) MacDuff Parkway over CSXT; Atlanta Division; Atlanta Terminal Subdivision; MP ANB 832.3; DOT# TBD
DIVISION: Atlanta **SUB-DIV:** Atlanta Terminal **MILE POST:** ANB 832.2
AGENCY PROJECT NUMBER:

	PRELIMINARY ENGINEERING:				
212	Contracted & Administrative Engineering Services			$	-
	Subtotal			$	-
	CONSTRUCTION ENGINEERING/INSPECTION:				
212	Contracted & Administrative Engineering Services			$	52,300
	Subtotal			$	52,300
	FLAGGING SERVICE: (Contract Labor)				
070	Labor (Conductor-Flagman)			$	-
050	Labor (Foreman/Inspector)			$	50,960
070	Additive	194.51%	(Transportation Department)	$	-
050	Additive	214.43%	(Engineering Department)	$	109,274
230	Per Diem	(Engineering Department)		$	9,750
230	Expenses			$	-
	Subtotal			$	169,984
	SIGNAL & COMMUNICATIONS WORK:			$	-
	TRACK WORK:			$	-
	PROJECT SUBTOTAL			$	222,284
900	**CONTINGENCIES:**	10.00%		$	22,228
		GRAND TOTAL	**	$	244,512
	DIVISION OF COST:				
	Agency	100.00%		$	244,512
	Railroad			$	-
		TOTAL	**	$	244,512

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Assistant Chief Engineer Public Projects--Jacksonville, Florida
Estimated prepared by: STV, Inc. **Approved by:** **CSXT Public Project Group**
DATE: 9/30/2014 **REVISED:** **DATE:**

Project Summary Sheet

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EXHIBIT E

PAYMENT SCHEDULE

Upon execution of this Agreement, Developer will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Initial Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT then estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to Developer. Developer shall make such additional deposit within 30 days following delivery of an invoice to Developer.

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EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

Agency and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability (CGL) coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates [if permitted by state law].

3. Commercial Automobile Liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional insured.

4. Railroad Protective Liability (RPL) insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

a. The Railroad Protective Liability Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

b. CSX Transportation must be the named insured on the Railroad Protective Liability Insurance Policy. The named insured's address should be listed as:

CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

c. The Name and Address of the Contractor and of the Project Sponsor/Involved Governmental Agency must be shown on the Declarations page.

d. A description of operations and location must appear on the Declarations page and must match the Project description.

e. Terrorism Risk Insurance Act (TRIA) coverage must be included.

f. Authorized endorsements must include:

(i) Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later

g. Authorized endorsements may include:

(i) Broad Form Nuclear Exclusion - IL 00 21
(ii) Notice of Non-renewal or cancellation
(iii) Required State Cancellation Endorsement
(iv) Quick Reference or Index - CL/IL 240

h. Authorized endorsements may not include:

(i) A Pollution Exclusion Endorsement except CG 28 31
(ii) An Endorsement that excludes TRIA coverage
(iii) An Endorsement that limits or excludes Professional Liability coverage
(iv) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(v) A Known Injury Endorsement
(vi) A Sole Agent Endorsement
(vii) A Punitive or Exemplary Damages Exclusion
(viii) A "Common Policy Conditions" Endorsement
(ix) Policies that contain any type of deductible
(x) Any endorsement that is not named in Section 4 (f) or (g) above that CSXT deems unacceptable

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the complete Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies in an electronic format to:

   insurancedocuments@csx.com

2. Neither Agency nor Contractor may begin work on or about CSXT property until written approval of the required insurance has been received from CSXT or CSXT's Insurance Compliance vendor, Ebix.

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SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated ____________________, 20___, by and between, Brent Scarborough and Company, Inc. Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 9 and 11 of the Agreement.

Contractor: ___________________________

By: ___________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________

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