

City Council of Peachtree City
Agenda
November 5, 2009
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation for National Native American Month
 - Proclamation for Family Month
 - Proclamation for Key Club Week
 - Proclamation for Find It in Fayette
 - Presentation of Trophy for Youth Council vs. PCPD Trivia Night
 - Promotion of Sgt. Matt Myers to Lieutenant
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - October 15, 2009, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Agreement with Griffin Tech for Use of City Facility for English as a Second Language (ESL) and General Education Diploma (GED) Classes
- IX. Old Agenda Items
 - 10-09-CA4 Consider Bid for City Hall Underpinning
- X. New Agenda Items
 - 11-09-01 Public Hearing – Reaffirm Multi-family Moratorium
 - 11-09-02 Public Hearing – Consider De-annexation of 10-foot Strip, Brent West Village
 - 11-09-03 Public Hearing – Consider Reaffirmation of Annexation, Brent West Village
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-04 Public Hearing – Consider Reaffirmation of Zoning (LUR-14), Brent West Village
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-05 Public Hearing – Consider Reaffirmation of Annexation, John Wieland
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-06 Public Hearing – Consider Reaffirmation of Zoning (LUR-15), John Wieland
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-07 Consider Bid for Street Resurfacing
 - 11-09-08 Consider Request to Explore Possibility of Increasing Maximum Height of Fences within Front Yard Building Setback
 - 11-09-09 Consider Request from T-Mobile to Lease City Property to Construct Telecommunication Towers and Associated Infrastructure
- XI. Council/Staff Topics
- XII. 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 Meeting
October 15, 2009
7:00 p.m.

Mayor Logsdon called the meeting to order at 7:03 p.m. Council Members present: Steve Boone, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards and Special Recognition

Mayor Logsdon read a proclamation honoring Fayette County's retired educators. Scott Dawkins, a member of the first Teen Community Emergency Response Team (CERT) class, was recognized for using the skills he learned to save his father's life. Purchasing Agent Angela Egan was recognized as the Supervisor of the Quarter.

Public Comment

Keep Peachtree City Beautiful (KPTCB) Director Al Yougel updated Council on the organization's recycling efforts at the Great Georgia Airshow. The volunteers collected 98 bags of recyclables (eight truckloads), which took four people one and one-half hours to sort. Yougel noted that 1,800 pounds was kept out of the landfill.

Agenda Changes

There were none.

Minutes

Boone moved to approve the October 1, 2009, regular meeting minutes. Sturbaum seconded. The motion carried unanimously.

Consent Agenda

1. Consider Alcohol License – NEW – Athena's Pizzeria and Greek Cuisine
2. Consider Authorization for Rivers Alive Cleanup Boat Usage
3. Consider Vehicle Lease with Keep Peachtree City Beautiful
4. Consider Bid for City Hall Underpinning
5. Consider Request to Surplus Goods

Plunkett moved to continue Consent Agenda 4 to the next meeting (November 5) to wait for additional information from the contractor. Sturbaum seconded. The motion carried unanimously.

Boone moved to approved Consent Agenda items 1, 2, 3, and 5. Plunkett seconded. The motion carried unanimously.

Old Agenda Items

There were no Old Agenda Items.

New Agenda Items

10-09-05 Public Hearing – Consider Variance to Rear Setback, 142 Long Leaf

Builder John Cox represented property owner Angel Begara. The variance request was to allow one of the additions to the home to encroach 6.2 feet into the 30-foot rear setback. Cox said he made an assumption concerning the rear setback and discovered the structure encroached when the foundation survey was submitted. When he found out he would need a variance, he checked

the ordinance, which stated the minimum rear setback for General Residential (GR) zoning was 20 feet. Cox discussed the issue with the City Planner, who informed him that the subdivision plat set the rear setback at 30 feet. The variance was needed because of the zoning that was in place at the time the house was built and to get the "Stop Work Order" removed. He asked Building Official Tom Carty why he was in violation, and Carty told him a foundation survey was required. Cox noted that the City's GR zoning ordinance set the rear setback for a detached house at 20 feet, so he needed a variance for a zoning ordinance that the building complied with.

Cox cited Sec. 1-10 of the City's Code of Ordinances, which read, "It shall be unlawful for any person in the city to change or amend by additions or deletions any part or portion of this Code, or to insert or delete pages, or portions of pages, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the city to be misrepresented thereby, unless so authorized by ordinance or resolution or other official act of the city council. Any person violating this section shall be punished as provided in section 1-11." Cox said his variance request violated the City ordinance. He continued that state code required buildings to comply with the zoning ordinance, not the subdivision plat. Also, if subdivision requirements were more restrictive than the zoning code, they were no longer valid after 20 years.

Interim Community Development Director/City Planner David Rast noted that the Center Green subdivision had been zoned in 1985, along with several others in Braelinn Village. He noted that GR-4 meant four lots per acre were allowed. Rast had read the minutes of the Planning Commission and Council meetings from that time, and there had been a lot of opposition from residents concerning the cluster subdivisions between McIntosh Trail and Braelinn Village Shopping Center since they were the first cluster subdivisions in that area of the City. The Planning Commission had recommended that the rear setbacks be set at 30 feet for those rezonings. Rast said 37 subdivisions were rezoned at that time as GR-4, GR-6, or GR-10, and 30 were rezoned with setbacks that exceeded the minimum set in the zoning ordinance.

Rast added that GR zoning was similar to Limited Use Commercial (LUC), Limited Use Industrial (LUI), and Limited Use Residential (LUR) in that the established setbacks could be greater than what was identified as the minimum setback in the base zoning districts. The setbacks were identified on the cover sheet for each phase of Center Green and on each plat.

Rast continued that the recent amendments to the GR zoning did not change the setbacks, but allowed variances for homes that backed up to City greenspace. One home in Center Green had been granted a variance, and that home backed up to the City's dog park. This particular lot backed up to another dwelling unit. He pointed out that the plat for that phase of the subdivision was approved on May 15, 1985, and the setbacks were identified on the plat.

Rast referred to the building permit issued on September 16, 2008, noting that the permit had listed the setbacks for the property at 20 feet for the front, 10 feet for the side, and 30 feet for the rear. There was also a note on the permit that read, "No construction permitted above the slab level prior to foundation survey approval." Since the mid-1990s, the City had required a foundation survey in order to find any encroachments into setbacks. He continued that the Building Department records showed that the footing inspections for the additions were approved on September 19, 2008, and the slab inspection were done on November 25, 2008.

The next request for an inspection came July 20, 2009, and the permit clerk noticed that the foundation survey had not been submitted. A great deal of construction had been done when the encroachment was discovered, and the stop work order was issued. Staff met with Cox and explained how and when the setbacks were established. Since the foundation survey was not submitted for eight months after the foundation was inspected, the construction that had been done above the slab level was in violation of the building permit. Rast said staff did not recommend approval of the variance request. If the procedures had been followed, the issue would have been discovered earlier.

The public hearing opened.

Steve Brown said the City had done its part by the book. If Council granted the variance request, then it should be prepared to grant a variance for everyone with the same situation. It would render the zoning almost totally void, and the ordinance would become indefensible.

The public hearing closed.

Cox reiterated that, according to GR zoning, the rear setback was 20 feet. He asked if the ordinance would be changed to 30 feet. City Attorney Ted Meeker said the 30 feet was part of the plat approval for the subdivision. Cox said that, per OCGA Section 55-5-60(b), covenants restricting land to certain uses should not run more than 20 years in municipalities that had adopted zoning laws. He asked if the City Planner was adding the cover sheet for Center Green to the ordinance, so he would not be in violation of the ordinance.

Meeker said no, the plat was a separate thing. It always had been, and always would be. Zoning requirements were minimum standards. Through the rezoning process, those standards could be increased. The plat and all the public records of the rezoning said a 30-foot rear setback was required. It was also specified on the building permit. If the project had been in full compliance, they would not be debating the issue.

Cox said that state law allowed the City to set up multiple zoning classifications. The classification for the subdivision was not LUR, which was specific to an area. Per the City ordinance, the rear setback for GR was 20 feet. When he realized he had done something wrong, he had researched for the variance.

Logsdon clarified that GR-4 was 20 feet, but this subdivision was established with a 30-foot rear setback. Meeker said the 30-foot setback was a condition of the zoning. Logsdon continued that the property owners wanted to do the right thing and improve their property. He asked why 20 feet was fine for GR-4 in other subdivisions, and whether it would be prudent in this subdivision. Meeker said that the rear setbacks were not 20 feet everywhere else, and the 30-foot rear setback was a condition the subdivision rezoning. Logsdon clarified that the increased setback was part of the zoning. Meeker said it was. Plunkett added that 30 of the 37 subdivisions still had 30-foot rear setbacks.

Logsdon recalled that a variance had been granted for a rear setback at 20 feet. City Manager Bernard McMullen confirmed this, but noted the amended criteria specified the property had to back up to a City greenbelt.

Plunkett asked how those neighborhoods had been left out of the recent changes to the ordinance, especially in light of redevelopment. Rast said they had not looked at all the parcels zoned GR, but made changes to the variance criteria. Only those properties that backed up to open space or a greenbelt were included. He continued that some of the lots were less than one-tenth of an acre, and homes would be on top of each other. Reducing the setbacks overall could cause other issues, and with redevelopment, homes could be built that did not fit in with the character of the neighborhoods, which had happened in Atlanta.

Plunkett asked Rast to go through the process again to see what the applicant and the City had missed. Rast said the site plan submitted for the building permit showed a 25-foot separation between the house and the property line, and the City had missed that at the time. However, the building permit included the correct setback measurements. Rast said there were things the City had missed. Plunkett said the City should be helping people through the process; she did not want to say "gotcha!"

Sturbaum said the applicant also needed to work with the City. The problem could have been avoided. Boone said the documentation of the process was cut and dried. The survey should have come back to the City.

Logsdon said the ordinance said one thing and the plat another. The plat rule trumped everything; he hated that staff had not caught the measurements in the beginning.

McMullen reiterated that the setbacks had been annotated on the building permit in two places, as well as the need for the survey. He explained that, during a slab and footing inspection, they were looking for proper compaction, vapor barriers were in place, and other items. Staff relied on the builders to measure properly, and the survey helped to ensure that, which was not done until after the vertical construction.

Logsdon agreed, and he supported staff. He continued that the 30-foot setbacks might have been a good idea at the time, and he asked whether they should be reviewed. Rast said that GR was a base zoning with minimum setbacks and requirements. Because of its density, Center Green was identified as GR-4, and the rear setback was established at 30 feet when the subdivision was rezoned. Meeker said he did not know if the setback size was arbitrary, adding there was a reason why the developer agreed to the larger rear setback. Council was considering a variance to the established setback for the subdivision.

Cox asked why he was in violation. Logsdon told Cox he was in violation of what was platted. Cox said the setbacks were part of a "good ole boy" decision made way back when. Meeker said that, until the setbacks were revised through the proper zoning process, it was the law for that property.

Sturbaum moved to deny the variance request for the rear setback at 142 Long Leaf. Boone seconded. The motion carried 3-1 (Logsdon).

Cox asked for the officer of the law to issue a citation to Meeker and Rast for illegally adding to the City's Code of Ordinances. Police Major Mike Dupree referred Cox to the Fayette County Magistrate Court for a pre-issuance hearing.

Sturbaum moved to set a time limit of 60 days for the removal of the addition that encroached into the rear setback. Boone seconded. The motion carried unanimously.

10-09-06 Consider GATEway Grant Program for SR 74S Landscaping Phase II

Rast noted the City had applied for funding for the first phase of SR 74 South and had received \$50,000, which was the maximum. There was no local match for the grant. After developing the first phase, staff felt it was important to develop a master landscape plan for the entire corridor. There was interest from some of the businesses located in the Industrial Park to assist with the funding. The landscape plan would be submitted to the Department of Transportation (DOT) for a special encroachment permit, and the plan was to submit an application during each award cycle in an effort to implement the overall plan for the corridor. The application for the next round was due October 30, and a resolution of support from Council was part of the grant application.

Boone moved to authorize the City Manager to submit the GATEway grant application to the DOT for funding consideration. Plunkett seconded. The motion carried unanimously.

10-09-07 Consider Equipment Lease Agreement

This item was removed from the agenda.

10-09-08 Consider RFP for Banking Services

Assistant Financial Services Director Janet Camburn asked Council approve a one-year contract for comprehensive banking services with SunTrust Bank, with two one-year automatic renewals. She also asked Council to authorize the Mayor or City Manager to sign the agreement after it was reviewed by the City Attorney. Camburn continued that nine banking institutions attended the pre-proposal meetings, and eight banks with branches in the City submitted proposals. A five-member committee evaluated the proposals on the following criteria - qualifications/experience, bank soundness/financial stability, response completeness of proposal, relationship support, references, and cost/interest proposal. She noted that representatives from SunTrust were available to answer any questions. Meeker added he had reviewed and approved the agreement.

Plunkett moved to approve a one-year agreement for banking services with SunTrust Bank with two rollovers. Boone seconded. The motion carried unanimously.

10-09-09 Consider Award of Construction Contract for CSX RR/SR 54 Multi-use Path Connections

Plunkett moved to approve the award of the construction to Lewallen Construction Company for the construction of the SR 54 West/CSX multi-use path connections as presented in the Council packet. Boone seconded. The motion carried unanimously.

Rast said that Purchasing Agent Angela Egan would send a letter the next day to Lewallen Construction, and that would be forwarded to Council. The agreement included a 60-day completion. Plunkett asked when construction would start. McMullen said as soon as the City received the Notice to Proceed from DOT.

10-09-10 Consider Request to Extend Sewer from City Limits to 1992 SR 54 in Unincorporated Fayette County

Rast explained that the City had received the request from Governor's Square, who made the request after talking with Fayette County, Fayette County Health Department, and the Water and Sewerage Authority (WASA). He continued that the retail building had been having problems with its septic system for some time and had been working with Robert Kurbes of the Fayette County Health Department. Restaurant permits for the commercial area had been denied because of the condition of the system. There was not room for a second system on the property. The applicant would like to extend a 10-inch sewer line along the SR 54 right-of-way from the manhole located between Starbuck's and Stein Mart. Rast said it was unclear to staff whether the line would extend beyond the retail building. Staff met with the Fayette County Administrator and Planning Department, and they recalled the applicant had brought the issue to the Fayette County Water Committee, who had not taken a position.

Plunkett moved to deny the request to extend sewer to Governor's Square. Sturbaum seconded. The motion carried unanimously.

10-09-11 Consider Bid for SR 54 East Landscape Enhancements Phase 4

Rast pointed out that this was the final phase of the project, which would extend from Peachtree Parkway east to the City limits. The funding had been awarded several years ago, but a halt was placed on the project after the state halted funding for landscaping on state highways due to the drought. The restrictions were lifted a few months ago, and the City received the notice to proceed, a copy of which was on the dais, on October 14. Thirteen companies attended the pre-bid meeting, and four companies had submitted bids. Piedmont Landscape Contractors had installed Phase 3 of the project and had submitted the lowest bid, \$198,209. The City had a good working relationship with the company. Rast noted that the bid came in under the initial request for funding. DOT's 80% share would \$158,567.20, and City's 20% share would be \$39,640.80.

Plunkett moved to award the bid of the installation of the SR 54 East landscape enhancements to Piedmont Landscape Contractors in the amount of \$198,209. Boone seconded. The motion carried unanimously.

Council/Staff Topics

McMullen announced that the Fire Department had received a revised Insurance Services Office (ISO) rating of 3, which would be effective February 2010. Homeowners should contact their insurance companies as they could be eligible for a lower rate.

McMullen reported that the materials for the Flat Creek bridge ramps were on site, and the ramps should be completed within 60 days. The first few piles had been placed.

Plunkett said that there were ongoing conversations with Fresh Market for the former Kroger space at Peachtree Crossing, and mentioned residents sending e-mails supporting their coming to Peachtree City. Public Information Officer/City Clerk Betsy Tyler was compiling the information that the company needed.

Plunkett moved to convene in executive session for threatened or pending litigation and personnel at 8:20 p.m. Boone seconded. The motion carried unanimously.

Sturbaum moved to reconvene in regular session at 8:57 p.m. Boone seconded. The motion carried unanimously.

Logsdon moved to renew the City Manager's contract for one year. Boone seconded. The motion carried unanimously.

Sturbaum moved to adjourn the meeting. Plunkett seconded. The motion carried unanimously. The meeting adjourned at 9:00 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

2009 City Event Calendar

<u>October</u>	<u>November</u>	<u>December</u>
	11/2 – NO VOTING 11/3 – MUNICIPAL & SPLOST ELECTIONS, 7 – 7 (Vote at Regular Polling Place) – Council Workshop CANCELLED 11/5 – City Council Meeting, 7 pm 11/19 – City Council Meeting, 7 pm 11/26 & 27 – Thanksgiving Holiday, City Offices Closed	12/1 – Election Run-Off (if needed) – Council Workshop (Tentative), 6:30 12/3 – City Council Meeting, 7 pm 12/5 – Hometown Holiday @ The Fred 12/17 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed

2010 City Event Calendar

<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Year's Day, City Offices Closed 1/5 – Council Workshop (Tentative), 6:30 1/7 – City Council Meeting, 7 pm 1/18 – MLK Holiday, City Offices Closed 1/21 – City Council Meeting, 7 pm	2/2 – Council Workshop (Tentative), 6:30 2/4 – City Council Meeting, 7 pm 2/18 – City Council Meeting, 7 pm	3/2 – Council Workshop (Tentative), 6:30 3/4 – City Council Meeting, 7 pm 3/18 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/1 – City Council Meeting, 7 pm 4/6 – Council Workshop (Tentative), 6:30 4/15 – City Council Meeting, 7 pm	5/4 – Council Workshop (Tentative), 6:30 5/6 – City Council Meeting, 7 pm 5/20 – City Council Meeting, 7 pm 5/31 – Memorial Day (City Offices Closed)	6/1 – Council Workshop (Tentative), 6:30 6/3 – City Council Meeting, 7 pm 6/17 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/1 – City Council Meeting, 7 pm 7/4 – Independence Day (Sunday) – City Celebration Date TBA 7/5 – City Offices Closed for Independence Day 7/6 – Council Workshop (Tentative), 6:30 7/15 – City Council Meeting, 7 pm	8/3 – Council Workshop (Tentative), 6:30 8/5 – City Council Meeting, 7 pm 8/19 – City Council Meeting, 7 pm	9/2 – Council Workshop (Tentative), 6:30 9/6 – Labor Day – City Offices Closed 9/7 – City Council Meeting, 7 pm 9/16 – City Council Meeting, 7 pm

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

Updated 10/29/09

ADMINISTRATIVE SERVICES MONTHLY REPORT

For Month of: September 2009

	<u>August-09</u>	<u>September-09</u>	<u>FY 2009 YTD</u>	<u>FY 2008 YTD</u>
<u>Human Resources</u>				
Workers Compensation Claims Filed	3	1	26	23
City Vehicle / Equipment Accidents	2	1	20	14
Employee Turnover Rate ***	0%	0.844%	3.37%	4.85%
Lawsuit Legal Fees	\$1,276.00	\$1,808.40	\$55,970.06	\$94,299.35

*** The FY 2008 figure is for the full year. Of the 12 terminations in FY 2008, 2 were retirements. Of the 8 terminations year-to-date in FY 2009, 3 have been retirements

Municipal Court

Fines Collected *	\$123,437.50	\$138,259.71	\$1,590,236.11	\$1,515,990.08
Online Transactions	177	126	1,629	2,055
Citations Closed	376	502	4,993	6,780
Jail Fund Balance **	-\$13,228.75	-\$10,584.56	\$101,922.44	\$146,044.95

* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.

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

Public Information

New Businesses Registered	18	15	225	251
Public Contacts, Questions & Complaints ***	196		929	873

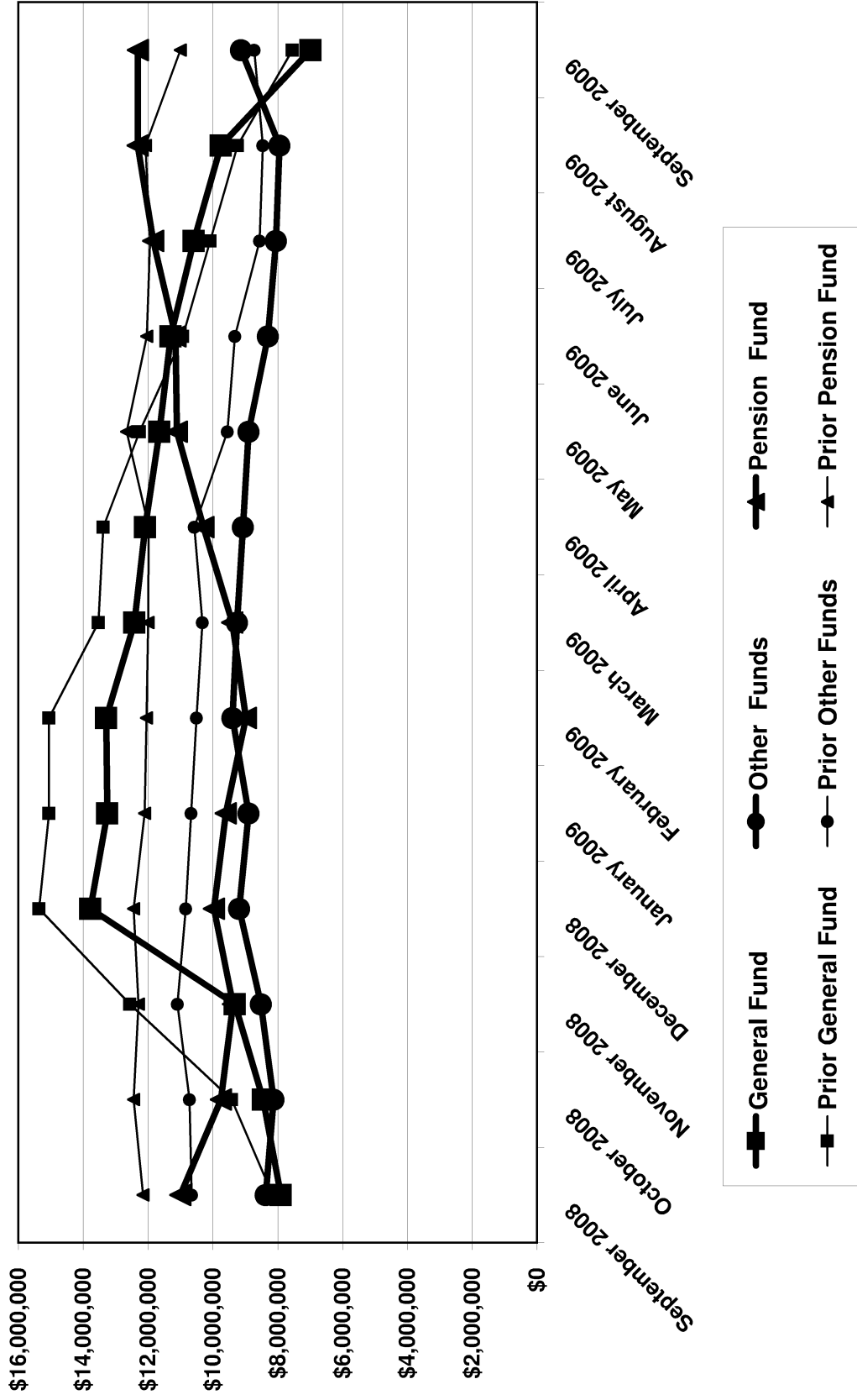
This includes 10 complaints against Comcast Cable Company, 1 sanitation company complaint, and 2 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2009

	Aug-09	Sep-09	Fiscal Y-T-D 2009	Fiscal Y-T-D 2008
DEVELOPMENT PERMITS:	6	1	42	68
BUILDING PERMITS:				
Single Family Residential	3	1	26	47
Multi-Family Residential	0	0	0	1
Misc.-Pools/fences/additions	81	88	517	535
Commercial/Industrial	8	4	111	151
TOTAL INSPECTIONS:	307	335	3,894	5,179
CERTIFICATE OF OCCUPANCY:				
Residential	10	* 9	52	63
Commercial	6	9	68	53
Multi-Family Residential	0	0	151	0
CODE ENFORCEMENT:				
Sign Violations	153	107	1,457	1,559
New Rehab	23	10	104	81
Rehab Inspections	5	8	95	118
Tree Removal Permits	74	90	887	1,033
Notice of Violations - Construction	1	0	7	30
Notice of Violations-Non-Construction	142	121	2,132	2,396
Stop Work Orders	4	1	26	46
Compliance Inspections	213	181	3,198	4,074
Founded Complaints	13	25	183	179
Unfounded Complaints	7	7	92	95
Assessments	184	81	419	257
Water Ban Violations	2	0	23	125
Citations	0	0	56	50
Architect Review Board Permit Approval	21	24	332	424
PERMIT FEES COLLECTED:	57,918	20,248	529,887	460,101
POPULATION:	36,710	36,727	36,727	36,385
Based on 2.09 persons per new completed dwelling unit.				

* One unit fire damage rebuild at 26 Fairway Lane (Tinsley Mill) not part of population count.

CITY OF PEACHTREE CITY
FISCAL YEAR 2009 (with prior year comparison)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR YEAR ENDED SEPTEMBER 30, 2009**

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 9,865,605	\$ 9,740,599	\$ (125,006)	98.73%
Franchise Taxes	2,395,859	2,462,086	66,227	102.76%
Local Option Sales Tax	6,324,351	5,968,731	(355,620)	94.38%
Other Sales & Use Taxes	691,266	698,607	7,341	101.06%
Business Taxes	2,282,903	2,225,788	(57,115)	97.50%
Licenses & Permits	809,749	816,927	7,178	100.89%
Intergovernmental/Grants	199,000	199,211	211	100.11%
Charges for Services - Other	772,691	760,759	(11,932)	98.46%
EMS Billings	306,710	447,599	140,889	145.94%
Fines & Forfeitures	1,043,670	1,024,603	(19,067)	98.17%
Investment Income	372,620	87,238	(285,382)	23.41%
Other Revenue	13,766	27,014	13,248	196.24%
Other Financing Sources	1,021,177	841,093	(180,084)	82.37%
Total General Fund Revenues	\$ 26,099,367	\$ 25,300,255	\$ (799,112)	96.94%
Surplus Carryover	151,783	-	(151,783)	0.00%
Total General Fund	\$ 26,251,150	\$ 25,300,255	\$ (950,895)	96.38%

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 454,356	\$ 372,426	81,930	81.97%
Administrative Services	1,033,936	981,269	52,667	94.91%
Financial Services	1,079,103	1,008,403	70,700	93.45%
Police Services	6,260,593	5,871,693	388,900	93.79%
Fire/EMS Services	5,821,388	5,687,755	133,633	97.70%
Public Works	3,858,835	3,730,291	128,544	96.67%
Leisure Services	4,756,609	4,317,107	439,502	90.76%
Developmental Services	1,335,173	1,234,862	100,311	92.49%
Non-Divisional:				
Council Contingency	41,900	-	41,900	0.00%
Non-Profit Organizations	28,100	28,001	99	99.65%
Transfer to Development Authority	35,000	35,000	-	100.00%
Development Authority Debt Service	140,297	140,353	(56)	100.04%
Transfers to Other Funds	1,755,620	1,940,338	(184,718)	110.52%
Liability Insurance	99,310	92,363	6,947	93.00%
Legal Services	125,675	54,998	70,677	43.76%
General Administration/Bad Debt Expense	61,771	28,136	33,635	45.55%
Budgeted Savings	(636,516)	-	(636,516)	0.00%
Total General Fund	\$ 26,251,150	\$ 25,522,995	\$ 728,155	97.23%

HOTEL/MOTEL FUND REVENUES				
Description	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 967,621	\$ 748,576	\$ (219,045)	77.36%

HOTEL/MOTEL TRANSFERS OUT				
Type	2009 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 322,540	\$ 235,754	\$ 86,786	73.09%
Transfer to Tourism Association	645,081	503,051	142,030	77.98%
Total Hotel/Motel Transfers Out	\$ 967,621	\$ 738,805	\$ 228,816	76.35%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF SEPTEMBER 30, 2009

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER SEPTEMBER 2009			
Description	Vendor	Award	Date
Change Order #1 - Station 82	Tommy Gibson Building	\$ 10,299.50	09/09/2009
ACS Support (IT)goods	ACE Firehouse Solutions	\$ 12,790.00	09/18/2009

PURCHASING REPORT FOR MONTH ENDED SEPTEMBER 30, 2009 AND SEPTEMBER 30, 2008		
Activity	Fiscal Year 2009	Fiscal Year 2008
Purchase Orders / Requisitions Processed	157	146
City Store Requisitions Processed	10	10
Sealed Bids Requested	2	3
Requests for Proposals	1	1
Bids Awarded	1	3
Requests for Proposals Awarded	0	0
Contracts Prepared	1	3
Electronic Auction	0	0
Fixed Assets Purchased	6	4

City of Peachtree City
Information Technology Statistics
September 2009
(as of 10/28/2009)

Goals and Objectives Summary (Statistically-based):

Goal 1: Minimize down-time for all critical servers.

Objective 1: Ensure maximum 5% downtime annually (438 hours out of 8,760 available hours) for primary application, file and email servers

Reported hours of downtime in September 2009 – 1.5 hours (99.79% uptime, 0.21% downtime)

Reported hours of downtime in FY2009 – 21.67 hours (99.75% uptime, 0.25% downtime)

Reported hours of downtime in FY2008 - 85 hours (99.03% uptime, 0.97% downtime)

Goal 2: Improve first call resolution for technical support issues.

Objective 1: Ensure first call resolution 90% of the time within 1 hour for “emergency” issues, 4 hours for “important” issues, and 12 hours for “normal” issues.

Period	Number of "Emergency" Issues		Number of "Emergency" Issues Resolved in 1 hour		%		Number of "Normal" Issues		Number of "Normal" Issues Resolved in 12 hours		%	
September 2009	90	88	97.78%	0	0	0.00%	1	1	100.00%	89	81	91.0%
FY2009	1309	1267	96.79%	1	0	0.00%	27	26	96.30%	1260	1141	90.56%
FY2008	1302	1254	96.31%	3	1	33.33%	12	11	91.67%	1239	1105	89.2%

Website Statistics for www.peachtree-city.org

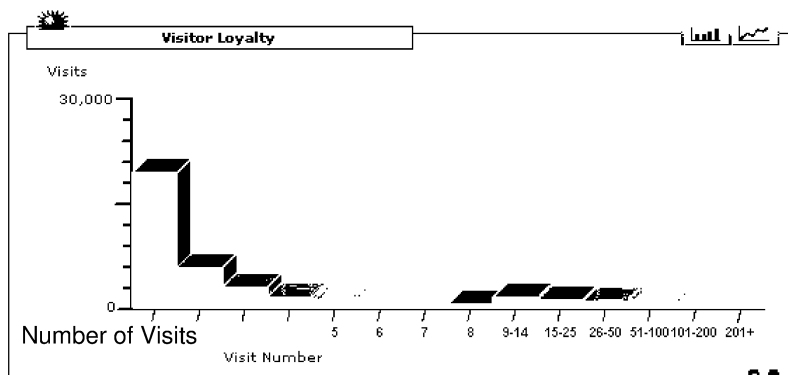
The City's web hosting provider changed statistic reporting systems to Google Urchin earlier this year, leading to incomplete data for the overall year. As the method used to track visitors and top pages has changed, showing YTD will not be accurate. We will continue to show monthly statistics until a full year has been tracked in Urchin to provide YTD trends.

Visits

A visit is defined as a series of actions that begins when a visitor views their first page from the server, and ends when the visitor leaves the site or remains idle beyond the idle-time limit. The default idle-time limit is thirty minutes.

Total Number of Website Visits in September 2009 – 33,037

Unique Visitors – 26,161

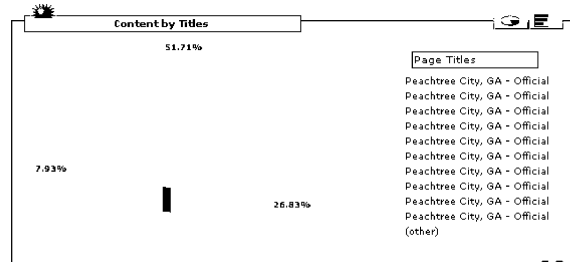
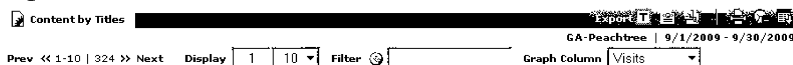


Help Information

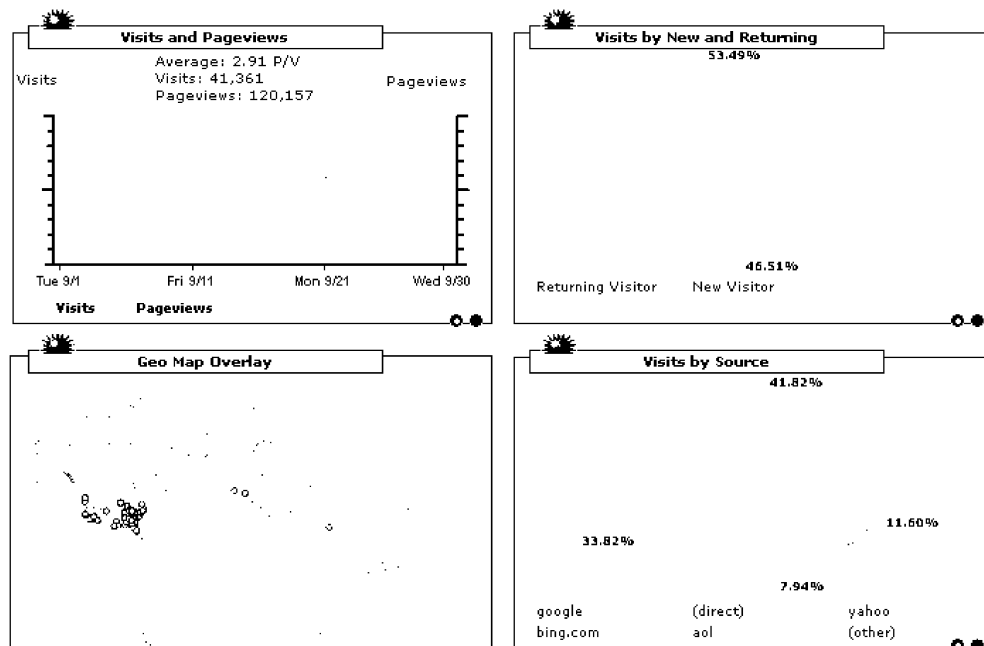
Visitor Loyalty

Each visitor who visits your site during the active date range is categorized according to the total number of times (i.e. without regard to date range) that he or she has visited your site. The number of visitors with only one visit (no loyalty) are indicated on the left of the histogram. The number of visitors with over 200 visits (very loyal) are indicated on the far right.

Top Pages for September 2009:



	Page Titles	Visits	Pageviews	Avg Time	% Exit
1.	Peachtree City, GA - Official Website	27,509	58,104	00:00:59	30.84%
2.	Peachtree City, GA - Official Website - Online Resources	4,219	5,697	00:06:01	73.51%
3.	Peachtree City, GA - Official Website - Library	1,548	2,738	00:01:07	54.46%
4.	Peachtree City, GA - Official Website - Police	1,110	1,732	00:01:17	55.48%
5.	Peachtree City, GA - Official Website - Peachtree City Tennis Cente	975	2,173	00:02:11	42.11%
6.	Peachtree City, GA - Official Website - Parks and Recreation	869	2,444	00:00:56	24.10%
7.	Peachtree City, GA - Official Website - Airport Authority	849	1,737	00:01:03	39.09%
8.	Peachtree City, GA - Official Website - Garbage and Recycling Com	696	1,062	00:02:55	62.52%
9.	Peachtree City, GA - Official Website - Street and Path Map	593	1,501	00:01:46	38.31%
10.	Peachtree City, GA - Official Website - Paths & Golf Carts	560	2,502	00:00:55	20.74%
	Totals:	53,200	120,157	00:01:12	34.42%



Help Information

Executive Overview

The four graphics in this report provide a quick snapshot of visits to your site. Shown are:

- the total number of visits and pageviews your site received, the average number of pageviews per visit (P/V), and the number of visits and pageviews over time
- the number of first-time visitors and returning visitors
- the cities from which the most visitors come to your site
- your top referral sources. Examples of referral sources include search engines, newsletters, and referring websites. (direct) indicates visitors who entered your website by typing your URL directly into their browser.

**PEACHTREE CITY FIRE/EMS DEPARTMENT
2009 MONTHLY REPORT**

	Aug. 09	Sept. 09	2009 FY-T-D	2008 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	4	3	30	32
Actual Business/Industrial Fires	0	2	11	12
Rescue/EMS Assist	161	159	1799	1841
Vehicle/Golfcart Accidents	18	21	227	217
False Alarms	22	22	271	287
¹Other	20	22	316	330
Total Engine Response	225	229	2654	2719
 Dispatched Fire Calls	 44	 45	 638	 666
 Response Time Fire	 4:01	 4:05	 5:00	 5:00
 RESCUE/EMS				
Trauma	24	31	383	356
Medical	141	152	1637	1650
Total # Patients	165	183	2020	2006
 Patients Transported	 86	 89	 1034	 970
 Dispatched EMS Calls	 180	 185	 2023	 2069
 ²Total Medic Response	 200	 218	 2409	 2573
 Response Time EMS	 4:17	 4:28	 4:29	 4:38
 Dispatched Fire/EMS Total	 224	 230	 2661	 2735
 EMS BILLING				
Patients Billed	86	89	1023	977

¹Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

²Includes Fire Assist Responses

LEISURE SERVICES MONTHLY REPORT

Sep-09

[illegible]

PEACHTREE CITY POLICE DEPARTMENT

2009 MONTHLY REPORT

SEPTEMBER 2009 AUGUST 2009

2009 2008
Calendar Year to Date Calendar Year to Date

PART I CRIMES

Criminal Homicide	0	0	0	1
Forcible Rape	0	0	4	2
Robbery	0	0	3	5
Aggravated Assault	0	0	6	4
Arson	0	0	0	1
Motor Vehicle Theft	13	6	64	69
Theft	42	44	386	311
Burglary	2	5	37	45
TOTAL PART I CRIMES	57	55	500	438

ALCOHOL/DRUG ARRESTS

DUI - TOTAL	21	23	160	177
DUI - ADULT	20	20	145	162
DUI - UNDERAGE	1	3	15	15

MINOR IN POSSESSION OF ALCOHOL	3	8	77	63
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DRUG ARRESTS:

MARIJUANA	7	5	73	70
METHAMPHEDIMINE	0	0	3	1
COCAINE	0	0	3	6
OTHER (opium, heroin, etc)	0	0	1	5

ARRESTS

PROPERTY CRIMES	16	7	156	120
PERSON CRIMES	5	10	77	53
CITY ORDINANCES	20	34	322	349
TRAFFIC OFFENSES	48	49	382	362
OTHER	51	24	329	316

AVERAGE RESPONSE TIME	7.55	6.28	7.89	5.71
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CALLS ANSWERED	4,892	5,434	44,803	48,334
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TRAFFIC

CITATIONS ISSUED	567	629	4,730	5,298
WARNINGS	409	724	4,888	6,281
ACCIDENTS	93	72	755	861

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	12
HWY 74 / HOLLY GROVE ROAD	4
HWY 54 / HUDDLESTON ROAD	3
HWY 54 / PLANTERRA WAY	3
HWY 54 / LEXINGTON CIRCLE	3

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	44
HWY 54 / PEACHTREE PARKWAY	26
HWY 54 / HUDDLESTON RD	20
HWY 54 / PLANTERRA WAY	19
HWY 74 / ROCKAWAY ROAD	17

**PUBLIC SERVICES MONTHLY REPORT
SEPTEMBER 2009**

<u>Activity Description</u>	<u>Unit</u>	<u>September-09</u>	<u>FY2009 YTD</u>	<u>FY2008 YTD</u>
Street Patching	Hrs.	207	1,633	1,819
Street Crack Sealing	Hrs.	0	435	903
Street Crack Sealing	Mi.	0	2.57	13.82
Street General Miantenance	Hrs.	290	5,077	4,583
Storm Water Maintenance	Hrs.	304	4,833	5,789
Cart Path Paving	Ft.	1,834	18,891	34,260
Cart Path Prepped for Paving	Ft.	871	~~	~~
Cart Path Litter Removal	Hrs.	90	1,623	1,304
Cart Path Drainage Maintenance	Hrs.	180	1,814	826
Cart Path General Maintenance	Hrs.	672	6,931	6,180
Subdivision Sign Maintenance	Hrs.	16	291	407
Traffic Sign Maintenance	Hrs.	127	1,529	1,382
Vandalism Repairs	Hrs.	45	357	550
Vandalism Repairs	Dls.	\$871	\$10,228	\$15,630
Citizen Complaints Answered	Num.	142	1,462	946
Community Service	Hrs.	388	1,355	374

RECYCLING SITE

Manhours	Hrs.	52	1,176	1,502
Participants:				
Recycling	Num.	944	6,970	3,575
Composting	Num.	959	12,205	13,720
Mulch Pick UP	Num.	14	334	554
Streets Adopted for Litter Pickup	Miles	7.35		
Cart Paths Adopted for Litter Pickup	Miles	68.40		

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Tourism Association

as of September 2009

Board name

Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
William Bexley 12/31/2010	11*	11	10	1	06/16/2009	91%
Kai Wolter 12/31/2010	11*	11	9	2	07/15/2009 09/08/2009	82%
David Ring Until no Longer Rec Comm Chairman	11*	11	7	4	03/25/2009 05/27/2009 8/12/2009 09/08/2009	64%
Stanley Phillips 12/31/2009	11*	11	10	1	12/17/2008	91%
Eva Durham 08/06/2012	11*	11	9	2	02/25/2009 06/16/2009	82%
Veronica Ross 08/06/2012	11*	11	10	1	01/21/2009	91%
Mayor Harold Logsdon 12/31/2009	11*	9	6	3	04/15/2009 7/15/2009 09/08/2009	67%
Joe Magennis Alternate	11*	2	2	0		100%

COMMISSION/AUTHORITY ATTENDANCE RECORD

Peachtree City Library Commission

Sep-09

Board name

Report Date: Month Year

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Keely Suiter 06/01/2006	12	12	12	0	0	100%
Adele Klingshirn 06/01/2007	12	12	12	0	0	100%
John Waterhouse 06/01/2007	12	12	12	0	0	100%
Sally Meyer 06/01/2008	12	9	8	1	06/10/2009	89%
Paul Lentz, Jr. 06/01/2008	12	9	9	0	0	100%

COMMISSION/AUTHORITY ATTENDANCE RECORD

September 2009

Report Date: Month Year

Planning Commission

Board name

Name & Date of Appointment	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples 10/01/2006	16	16	14	2	10/13/08, 11/10/08	88%
Theo Scott 10/01/2004	16	16	16	0		100%
Larry Sussberg 10/01/2008	14	14	12	2	11/24/2008, 5/11/09	86%
Joe Frazar 10/17/2008	14	14	13	1	12/08/08	93%
Lynda Wojcik 02/23/2009	9	9	9	0		100%

COMMISSION/AUTHORITY ATTENDANCE RECORD

RECREATION COMMISSION

September 21, 2009

Name & Date of Appointment	Meetings Held Past 12 Months*	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Mark Ballard 01-Jan-08	9	9	9	0		100%
Eric Imker 01-Jan-09	9	8	6	2	05/18/2009 09/21/2009	75%
Vince Obsitnik 01-Jan-08	9	9	9	0		100%
David Ring 01-Jan-07	9	9	8	1	04/20/2009	89%
Shayne Robinson 01-Jan-09	9	8	8	0		100%
Michael LeDonne Alternate ** 01-Jan-09	9	5	1	4	1/16/09 - 4/20/09 5/18/09 - 6/15/09	20%
Cyndi Plunkett Council Liaison 01-Jan-09	9	8	5	3	2/16/09 - 7/20/09 8/31/09	63%

* No meetings held 10/08, 12/09 or 3/09

** As of 7/09, LeDonne is no longer an alternate

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager NV *BM*
Finance Director *PS*
Leisure Services Director *PS*

DATE: October 23, 2009

SUBJECT: Consider SCT and Griffin Tech Lease Agreements
For City Council Meeting Nov. 5, 2009

Recommendation:

That Council approves two lease agreements and authorizes the mayor to sign the agreements.

Discussion:

Currently the city is providing 1,584 square feet of office space for the Southern Conservation Trust on the lower level of the building housing the Amphitheater Ticket Office. SCT provides a service to the city by overseeing the Line Creek and Flat Creek nature programs. The city also provides classroom space in the Gazebo at Shakerag (Amphitheater complex) to Griffin Tech, where they provide English as a Second Language and GED classes for Peachtree City and Fayette County residents. By direction of Griffin Tech the local school was instructed to find space that was more suited to their needs. After discussion with all parties involved, it was determined that the 1,584 square foot space currently occupied by SCT would be more suitable for use by Griffin Tech, and the SCT board voted to accept the space at the Gazebo for their purposes.

If approved, the move is planned for mid-December. The City will assist in the moving process to facilitate routine maintenance items that will be performed in both spaces to make them ready for the move-in.

Budget Impact:

Per the schedule in the Griffin Tech agreement, rental revenue the first year will be \$4,800 increasing each year to \$7,416 by 2014 with a 3% increase each year after that. There will be no budget impact regarding the authorization or implementation of the SCT agreement.

**STATE OF GEORGIA
COUNTY OF FAYETTE**

LEASE AGREEMENT

THIS LEASE, executed on the dates shown next to the parties' signatures, by and between City of Peachtree City, first party (hereinafter called "Lessor") and **Southern Conservation Trust, Inc.**, second party (hereinafter called "Lessee"); "Lessor" as used in this Lease shall include first party, its heirs, representatives, assigns and successors in title to premises. "Lessee" shall include second party, its heirs and representatives, and if this Lease shall be validly assigned or sublet, shall include also Lessee's assignees or sub-lessees, as to premises covered by such assignments or sub-lease. "Lessor" and "Lessee" include male and female, singular and plural, corporation, partnership, LLC or individual, as may fit the particular parties.

For and in consideration of the mutual obligations contained herein, the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

**1.
PREMISES**

1.1 Lessor does hereby rent and lease to the Lessee property and facilities thereon designated as the Gazebo at the McIntosh Recreational Complex located at 191 McIntosh Trail, Peachtree City, Georgia 30269 as depicted on the attached floor plan (hereinafter referred to as "Premises").

1.2 Lessee accepts Premises in its present condition and that such is suited for use intended by Lessee. Lessor shall not be required to make any alterations or improvements to the Premises except as provided on Exhibit "A" attached hereto and incorporated herein by express reference.

1.3 Lessee shall manage and operate the Premises in furtherance of Lessee's corporate purpose as of the date of this lease.

1.4 In addition to the Premises, Lessee may, from time to time, rent or use at no cost, as determined by the Director of Leisure Services, a portion of the structure located at 201 McIntosh Trail, Peachtree City, Georgia 30269, subject to the availability of such areas. The use of such other areas by Lessee on an "as-needed" basis must be approved, in advance, by the Director the Leisure Services Division of the Lessor. Such approvals shall not be unreasonably withheld, subject to the availability of such rooms.

2.
TERM/RENEWAL TERMS

2.1 The Initial Term of this Lease shall be for twelve (12) months (the "Initial Term"), beginning on the 1st day of January, 2010 (the "Commencement Date") and ending on the 31st day of December, 2010. Each Renewal Term shall be for one (1) year (twelve (12) consecutive months) beginning on January 1 and ending December 31.

2.2 Pursuant to O.C.G.A. §36-60-13(a)(2), the term of this Lease shall automatically renew for ten (10) additional one-year terms (the Renewal Term(s)), annually, unless notice of non-renewal is sent to the Lessee from the Lessor, as appropriate. Notices of non-renewal shall be sent no later than ninety (90) days prior to the end of the term (initial or renewal term).

3.
CONSIDERATION

The Lessor and Lessee recognize the continued relationship of the parties as set forth in the "Lease Agreement Line Creek Nature Preserve," dated December 29, 1997 and the "Lease Agreement" for the Flat Creek Nature Preserve dated July 27, 1993. In consideration of the duties and obligations performed by Lessee under the terms of the "Lease Agreement Line Creek Nature Preserve" and "Lease Agreement" for Flat Creek Nature Preserve, no additional consideration will be paid by Lessee for the use of the Premises.

4.
USE OF PREMISES

4.1 Premises shall be used for the operational office of Lessee, conducting of business by Lessee, in furtherance of the corporate purpose of Lessee including, but not limited to, the duties and obligations performed by Lessee under the terms of the "Lease Agreement Line Creek Nature Preserve" and "Lease Agreement" for Flat Creek Nature Preserve referenced in Paragraph Three (3) of this Lease, and for meetings with employees, members, and other persons affiliated with Lessee, including members of the general public, in furtherance of the corporate purpose of Lessee. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises. The Lessee will comply with all rules and regulations of the building published from time to time by the Lessor.

4.2 Lessee may grant (no fee) or other licenses to third parties for temporary use of the Premises and facilities located thereon only for the purpose above-stated, and provided such parties are "responsible third parties". The term "responsible third parties" shall mean parties who: a) comply with all rules and regulations of state and local governing authorities; b) supply a certificate of insurance in accordance with the rules and regulations established for the operation of the Premises; and c) agree in writing to abide by the rules and regulations established for the operation of the Premises. All such

use will be coordinated with the Director of Leisure Services prior to entering into any formal or informal agreements with any third party.

4.3 Lessee shall maintain the premises in the same condition as the Premises and facilities thereon are presently in, and repair or cause to be repaired damage if caused by Lessee or other appropriate sub-lessees as noted elsewhere in this agreement.

4.4 Prior to authorizing third party use of the Premises, Lessee will develop, and Lessor shall approve, policies for the use and care of the Premises, including bond and insurance requirements.

5.

CARE OF PREMISES

Lessee shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall in the use and occupancy of the Premises, conform to all lawful orders, regulations, ordinances, and laws issued by any duly constituted governmental body or agency that governs the premises.

6.

REPAIRS/MAINTENANCE/IMPROVEMENTS

6.1 Lessor shall make all necessary repairs to Premises, including the exterior, building structure, heating, air conditioning, plumbing (excluding damage by substances deposited in plumbing by Lessee, its employees or agents) for building systems that support that portion of the Premises being leased by Lessee. Lessee will coordinate any needed repairs to the Premises, interior or exterior, with the Director of Leisure Services or someone he appoints as liaison. This includes the exterior, building structure, heating, air conditioning, plumbing or electrical of any portion of the Premises being leased by the Lessee. Lessee shall be liable for and shall indemnify and hold Lessor harmless with respect to damage or injury to the leased Premises, or the person or property of the Lessee, or the person or property of Lessees other sub-lessees or anyone in its control or hire for damage caused by Lessee, its employees or agents. Lessor shall not be responsible to Lessee for any loss of property from the Premises hereby leased, however occurring or for any damages therefore, except if caused by Lessor's sole negligence or willful misconduct.

6.2 Lessor shall cause the exterior building structure and common exterior areas to be cleaned and generally cared for; and will furnish electricity for lighting the exterior of building. Lessor shall not be liable for any damages directly or indirectly resulting from the installation, use, or interruption of use of any equipment in connection with the furnishing of services referred to in this paragraph, and in particular any interruption in services by any cause beyond the immediate and direct control of Lessor.

6.3 Lessee shall not install any capital improvements, as hereafter defined, without the written permission of the Lessor. All capital improvements installed by the

Lessee shall be fixtures and appertain to the Premises. Title to all fixtures, including fixtures installed by Lessee, shall be held by Lessor. As used herein, "capital improvements" means any fixture installed on the Premises that costs Lessee five thousand dollars (\$5,000.00) or more and has a useful life of at least three (3) years.

7.
INSURANCE

7.1 Lessee shall carry extended insurance insuring Lessee's interest in its improvements and betterments to the Premises, and any and all furniture, equipment, supplies, and other property owned, leased, held, or possessed by it and contained therein. Lessee agrees to carry a policy or policies of comprehensive general liability insurance, including personal injury with minimum limits of \$500,000.00 per occurrence, \$1,000,000.00 per occurrence in the aggregate. Such general liability insurance policy described above shall; (i) name Lessor as an additional insured(s); and (ii) be issued by an insurance company having an A.M. Best rating of "A" or better and a financial category of "VI" or better (or otherwise approved by Lessor, which approval shall not be unreasonably withheld) which is licensed to do business in the State of Georgia; and (iii) provide that said insurance shall not be cancelled unless thirty (30) days prior written notice shall have been given to Lessor. Said policy or policies, or certificates adequate to evidence such insurance coverage, shall be delivered to Lessor by Lessee at least annually or upon request by Lessor.

7.2 Lessor may carry insurance to cover property damage for the full insurable value of the premises and liability insurance including personal injury with minimum limits of \$1,000,000.00 per occurrence, \$3,000,000.00 per occurrence in the aggregate

8.
LESSOR ACCESS

Lessor and/or its agents may enter the Premises to inspect Premises to see that Lessee is complying with all his obligations hereunder; and to make repairs required of Lessor under the terms hereof or repairs or modification to any adjoining space. Lessor will maintain in a secure location a set of keys for subject premises in order to gain emergency access.

9.
DEFAULT/REMEDIES

9.1 The following shall be events of default of this Lease:

9.1.1 Any petition is filed by or against Lessee under any section or chapter of the United States Bankruptcy Act as amended; provided that if an involuntary petition in bankruptcy is filed against Lessee, Lessee shall have thirty (30) days within which to have the petition dismissed.

- 9.1.2 Lessee shall become insolvent or make a transfer in fraud of creditors;
- 9.1.3 Lessee shall make an assignment for benefit of creditors;
- 9.1.4 A permanent receiver is appointed for a substantial part of the assets of Lessee;
- 9.1.5 The leasehold interest is levied on under execution;
- 9.1.6 The Lessee shall fail to comply with any material term, provision, condition, or covenant of this Lease (excluding 9.1.1 through 9.1.5 above), or comply with any of Lessor's Rules and Regulations now or later established for the government of this building, and shall not cure such failure within ten (10) days after written notice to the Lessee of such failure to comply;

9.2 In any such event, Lessor shall have the option to (in addition to and not in limitation of any other remedy permitted by law or by this Lease) terminate this Lease, in which event Lessee shall immediately surrender the Premises to Lessor, but if Lessee shall fail to surrender the Premises, Lessor may, without further notice and without prejudice to any other remedy Lessor may have to repossession or arrearages in rent or damages for breach of contract, enter upon the Premises and expel or remove Lessee and its effects, by force if necessary, without being liable to prosecution or any claim for damages therefore; and Lessee agrees to indemnify Lessor for all loss and damage which Lessor may suffer by reason of such Lease termination, Lessor's right to collect from Lessee all amounts owed pursuant to this Lease, including amounts accrued prior to termination and all future post-termination rents, taxes and penalties owing Lessor pursuant to this Lease shall survive the termination of the Lease by Lessor pursuant to this Paragraph.

9.3 If Lessee remains in possession of the Premises after the termination or expiration of this Lease and without the execution of a new Lease, Lessee shall be deemed to be occupying the Premises as a tenant at sufferance and shall be subject to all the covenants and provisions of this Lease insofar as the same are applicable to a lessee at sufferance and in no event shall there be any renewal of this Lease by operation of law.

9.4 At termination of this Lease, Lessee shall surrender Premises and keys thereof of Lessor in same condition as at commencement of term, reasonable natural wear and tear only excepted.

10.
ASSIGNMENT/SUBLEASE

Lessee shall not, without the Lessor's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Lease of the Premises; (ii) allow any lien to attach to Lessee's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises of any part thereof by any one other than Lessee except for purposes stated herein; (iv) sub-lease any part or all of the Premises or assign this Lease Agreement; or (v) any attempt to consummate any of the foregoing without the Lessor's prior written consent shall be void.

11.
INDEMNIFICATION

To the extent permitted by Georgia law, Lessee and Lessor agree to indemnify and shall hold the other harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, sub-lessees, or assignees, including attorney's fees and costs of litigation. The provisions of this Lease with respect to any claims or liability occurring or cause prior to any expiration or termination of this Lease shall survive such expiration or termination.

12.
ENVIRONMENTAL INDEMNITY

Lessee shall conduct its business within the Premises in compliance with all applicable federal, state, or local laws and regulations related to pollution control, hazardous or toxic waste, substances, and other environmental and ecological matters, including, but not limited to the Federal Water Pollution Control Act (33 U.S.C. §1251, et seq.), Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.), Safe Drinking Water Act (42 U.S.C. §300f, et seq.), Toxic Substances Control Act (15 U.S.C. §2601, et seq.), the Clean Air Act (42 U.S.C. §300f, et seq.), Comprehensive Environmental Response of Compensation and Liability Act (42 U.S.C. §9601, et seq.), and other comparable state laws, as well as the Georgia Comprehensive Solid Waste Management Act (O.C.G.A. §12-8-20, et seq.) and the Georgia Rules for Solid Waste Management (particularly Chapter 39-3-4 and Rule 391-3-4-.15 pertaining to biomedical waste). Lessee agrees to indemnify and hold Lessor harmless from and against all causes, claims, demands, losses, liabilities, costs, and expenses (including, without limitation, attorney's fees) incurred, directly or indirectly, by Lessor as a result of or in connection with Lessee's failure to comply with any of the foregoing provisions.

13.
ATTORNEY'S FEES/EXPENSES

Lessee agrees to pay all reasonable attorney's fees and reasonable expenses the Lessor incurs in enforcing any of the obligations of the Lessee under this Lease, or in any litigation or negotiation in which the Lessor shall, without its fault, become involved through or an account of the Lessee.

14.
ENTIRE AGREEMENT

This Lease contains the entire agreement of the parties and no representations or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

15.
WAIVER

No failure of Lessor to exercise any power given Lessor, hereunder, or to insist upon strict compliance by Lessee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Lessor's right to demand exact compliance with the terms hereof.

16.
TIME ESSENCE

Time is of the essence of this Lease Agreement.

17.
NO ESTATE

This contract shall create the relationship of landlord and tenant between Lessor and Lessee; no estate shall pass out of Lessor; Lessee has only a usufruct, not subject to levy or sale.

18.
SUBORDINATION

Lessee agrees that this Lease shall be subject and subordinate to any bond indenture, loan deed or loan now on said Premises and all future loan or loan deed on said Premises and to all advances made, or which may be hereafter made, on account of said loan deeds or encumbrances to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part and to any loan deeds which any owner of said Premises may hereafter at any time elect to place on said Premises, and Lessee agrees upon request to hereafter execute any paper or papers which the counsel for Lessor may deem necessary to accomplish that end and, in default of Lessee so doing,

that Lessor is hereby empowered to execute such paper or papers in the name of Lessee, and as the act and deed of Lessee, and this authority is hereby declared to be coupled with an interest and not revocable, and it is further expressly agreed that Lessor shall not be liable to Lessee for breach of covenant or quiet enjoyment by reason of the foreclosure and/or sale of the demised Premises under any loan deed or mortgage now or hereafter affecting the demised Premises.

19.
UTILITIES

19.1 Lessee shall be responsible for proper and lawful waste disposal. The Lessor shall not be responsible for interruption of utility services. Lessor will pay for utilities consumed by Lessee.

20.
NOTICES

Whenever notice is required under the terms of this Lease, such notice shall be deemed given ten (10) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

If to Lessor:
City of Peachtree City
c/o City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to Lessee:
Southern Conservation Trust, Inc.
201 B McIntosh Trail
Peachtree City GA 30269

21.
SPECIAL STIPULATIONS

Lessor and Lessee do hereby further agree to the Special Stipulations set forth on Exhibit "A" attached hereto and incorporated herein by express reference.

[Signatures on next page]

IN WITNESS WHEREOF, the parties herein hereunto set their hands and seals the day and year written below.

THIS AGREEMENT EXECUTED IN COUNTERPARTS ON THE DATE BELOW EACH PARTY'S NAME BELOW, AND THE PARTIES HEREBY AFFIX THEIR NAMES, SIGNATURES, AND SEALS, WITH THE FULL INTENT TO BE BOUND HEREBY.

LESSOR:

City of Peachtree City

By: _____

Title: _____

Date: _____

LESSEE:

Southern Conservation Trust, Inc.

By: _____

Title: _____

Date: _____

EXHIBIT A

Special Stipulations

1. General cleaning of premises prior to moving into structure.
2. Paint/stain outside of structure prior to moving into structure.
3. Pain/stain inside of structure prior to moving into structure.
4. Clean windows, remove film prior to moving into structure.
5. Clean carpet prior to moving into structure.
6. Inspect HVAC to ensure that it is in good working condition prior to moving into structure; provided, however, that the extent of any repairs to be undertaken shall be at the sole discretion of the Lessor.
7. Inspect indoor and outdoor lights to ensure that they are in good working condition. Lens covers may be installed on lights at the sole discretion of Lessor.
8. Lessor shall install two (2) directional signs for Lessee at parking lot path entries. The design, size, and cost of the signs shall be at the sole discretion of Lessor.
9. Lessor shall install one (1) wall sign on the structure. The design, size, and cost of the sign shall be at the sole discretion of Lessor.
10. Lessor shall install one (1) temporary sign at the building located at 201 McIntosh Trail, Peachtree City, Georgia. The design, size, and cost of the sign shall be at the sole discretion of Lessor, and said sign shall be removed within one (1) year of installation.
11. Lessor will assist in relocation of Lessee's mailing address.
12. Lessor will move all of Lessee's furniture and equipment from its current rental space to the Premises.
13. Lessor will ensure that all partitions currently located the Gazebo will remain for use by Lessee.
14. Lessor will provide folding tables and chairs to Lessee on an as-needed basis, subject to availability and approval of Director of Leisure Services Division of Lessor.
15. Lessor will investigate potential for installation of plumbing in Gazebo for sink/grey water drain, demonstration composting toilet, interior partition walls, and exhaust fan; provided, however, that the installation of such shall be at the sole discretion of Lessor.
16. Lessor recognizes that Lessee is moving from existing space at 201 McIntosh Trail to accommodate Griffin Technical College. In the event that such space becomes available, Lessor agrees to offer such space to Lessee prior to offering such space to a third party. In such event, Lessor shall provide written notice to Lessee. Lessee shall have thirty (30) days to elect to use such space, and shall provide written notice of such to Lessor during such period. In the event that Lessee fails to provide written notice during said thirty (30) day period, the first right of refusal set forth in this Paragraph 16 shall lapse and be of no further force and effect.

Counterpart No. of two original executed
Counterparts.

STATE OF GEORGIA
COUNTY OF FAYETTE

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement"), made and entered into this ____ day of _____, 2009, by and between The CITY OF PEACHTREE CITY, GEORGIA, a Georgia Municipal Corporation, whose address is 151 Willowbend Road, Peachtree City, Georgia 30269, Party of the first part, (hereinafter referred to a "Lessor"), and GRIFFIN TECHNICAL COLLEGE, a unit of the Technical College System of Georgia under the Georgia State Board of the Department of Technical and Adult Education, whose address is 501 Varsity Road, Griffin, Georgia 30223, party of the second part, hereinafter called Lessee:

WITNESSETH:

ARTICLE I PREMISES RENTED AND USE OF PREMISES

The Lessor, in consideration of the rents agreed to be paid by the Lessee and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties hereto, does hereby this day grant, demise, lease and rent, upon the terms and conditions herein stated, unto the Lessee those certain Premises situated in Fayette County, Georgia, and more particularly described as follows, *to wit*:

SEE LEGAL DESCRIPTION ON EXHIBIT "C" ATTACHED

together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times (and hereinafter referred to as "Premises"). The Lessee does hereby this day lease, rent and take from the Lessor, upon the terms and conditions herein stated, for the use of educational functions and facilities, those certain Premises, more fully described above, together with all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining, including the right of ingress and egress thereto and therefrom at all times.

ARTICLE II TERM

This Agreement shall be for a term of five (5) years commencing on the ____ day of _____, 2010 (hereinafter "Commencement Date"), and ending at 11:59 o'clock P.M. on the date before the fifth (5th) anniversary of the Commencement Date ("hereinafter "Expiration Date"), unless terminated earlier as hereinafter provided (hereinafter "Term").

ARTICLE III FIXED RENTAL

The Lessee shall pay the Lessor, at its above-stated address, or at such other address or addresses as may be designated in writing from time to time by the Lessor, the following Base Rent:

- a. Beginning on the Commencement Date, lessee shall pay Lessor the annual

base rent as shown below and shall be due and payable on the first day of each and every calendar month hereafter. Beginning on January 1, 2015, and on each subsequent January 1 of succeeding year in subsequent Terms, the annual base rent shall increase by 3% over the 2014 base rent amount. Accordingly, the base rent during the term shall be as follows:

2010	\$400 per month
2011	\$466 per month
2012	\$532 per month
2013	\$600 per month
2014	\$618 per month

- b. In addition to the annual base rent, beginning on the Commencement Date, the Lessor will pay utilities consumed by the Lessee during the first year of the lease. Subsequently the Lessor and Lessee will review the utility use by the Lessee and renegotiate the terms of the lease to require the Lessee to pay the differential utility cost incurred by the Lessee's use.
- c. Any monthly installment for base rent or utility expenses reimbursement not received within ten (10) days of the due date of the same shall incur a late fee of one percent (1%) which shall be due and payable immediately to the Lessor.

ARTICLE IV OPTION TO RENEW OR EXTEND TERM

The Lessor, in consideration of the Premises and of the covenants, agreements, provisions and stipulations herein agreed to be mutually kept and performed by the parties to this Agreement does hereby give and grant unto the Lessee the exclusive right, privilege and option of renewing or extending this Agreement at the expiration of the Term, at Lessee's option and sole discretion, for an additional term of five (5) years upon terms that are mutually agreeable to the parties.

All renewal terms shall be upon the same terms, conditions, covenants, provisions,

stipulations and agreements as herein set forth as hereinabove modified. Notice of Lessee's desire, through the Commissioner of the Technical College System of Georgia, to exercise such option shall be given to the Lessor at least sixty (60) days prior to the expiration date of the then Term of renewal Term. This option may be exercised by the Lessee only in the event all rents have been fully paid and that all covenants, agreements, provisions, stipulations, terms and conditions of this Agreement on the part of the Lessee to be preformed, kept and observed, have been fully and faithfully performed, kept and observed.

ARTICLE V MAINTENANCE AND REPAIR

Except for routine maintenance chores such as changing filters, replacing light bulbs, and minor plumbing repairs, Lessor shall be responsible for the maintenance and repair of all plumbing, electrical, and mechanical equipment installed on the Premises except for special equipment that was installed at the request of the Lessee and was intended specifically for the use of the Lessee. Lessor shall be responsible for the maintenance of the grounds and the parking areas related to the Premises.

ARTICLE VI STIPULATIONS

The said stipulations, provisions, covenants, agreements, terms and conditions attached thereto and marked Exhibit "A", are hereby incorporated herein and made a part of Article V of this Agreement by reference. In addition, any special stipulations attached to this Agreement as Exhibit "B" are likewise incorporated herein and made a part of this Article VI of this Agreement by reference. In the event of conflict, the special stipulations in Exhibit "B" shall take precedence over any conflicting terms in this Agreement or in Exhibit "A".

ARTICLE VII GEORGIA LAW

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia.

(Signatures on Next Page)

IN WITNESS WHEREOF, Lessor and Lessee, by and through their authorized representatives, have hereunto executed, signed, and delivered this Agreement in duplicate the day, month, and year first above written, each of the said parties keeping one of the copies hereof.

CITY OF PEACHTREE CITY,
GEORGIA

(SEAL)

Signed As to Lessor, in the

By: _____

In the presence of: _____

Unofficial Witness

Harold Logsdon, Mayor

Attest: _____

Betsy Tyler, City Clerk

Notary Public

GRIFFIN TECHNICAL COLLEGE,
a unit of the TECHNICAL COLLEGE
SYSTEM OF GEORGIA

Signed As to Lessor, in the
presence of:

By: _____
Ronald Jackson, Commissioner

Unofficial Witness

Attest: _____

Notary Public

(SEAL)

EXHIBIT "A"

Stipulations, Provisions, Covenants, Agreements, Terms and Conditions of Agreement

Purpose of Paragraph Identification References

The brief, captioned, paragraph-identifications references, which appear in the left hand margin of this Exhibit "A", are for the purpose of convenience only and shall be completely disregarded in construing this Agreement.

Definitions

a. The word "Lessor" as used in this Agreement shall be construed to mean Landlords in all cases where there is more than one Lessor, and the necessary grammatical changes required to make the provision hereof apply either to male or female, corporations, partnership or individuals, shall in all cases be assumed as though in each case fully expressed.

b. The word "Premises" as used in this Agreement shall include not only the particularly above-described property but also all the improvements, tenements and appurtenances, thereunto belonging or in any wise appertaining.

Any and all references to the "Term" of the Agreement contained within this Agreement shall include not only the original term but also any renewal or extension of the original term,

Time of Essence

Time is of the essence in this Agreement.

Service of Notice

All notices, requests, demands and other communications provided for hereunder shall be in writing and shall be sent by facsimile transmission to the facsimile number indicated below (with an immediate telephone call to the number indicated below to confirm delivery), mailed by first class United States certified mail, return receipt requested, delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL), or personally delivered to the applicable party at the addresses indicated below:

If to City of Peachtree City:

City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

If to Griffin Technical College:

Notice as to each party, at such other address or facsimile number as shall be designated by such party in a written notice to the other party complying as to delivery with the terms of this Paragraph. All such notices, requests, demands and other communication shall be deemed given upon the earlier to occur of (a) the third day following deposit thereof in the United States registered or certified mail return receipt requested; or (b) receipt by the party to whom such notice is directed. Originals of any facsimile transmitted notices should be immediately transmitted by personal delivery or by commercial delivery, but failure to do so will not invalidate the notice given.

Covenants of Title and Quiet Enjoyment

Lessor covenants that it is seized of the said Premises in fee simple absolute. Lessee, paying the rents and keeping the stipulations, provisions, covenants, terms, agreements, and conditions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy, and occupy Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection, or molestation by the Lessor or by any other person or persons whatsoever. If for any reason whatever, Lessee is deprived of its right to lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy Premises hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during said term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Lessor or by any other person or persons whatsoever, then this Agreement may be immediately canceled and terminated at the option of the Lessee by giving the Lessor notice thereof. If the Lessor's title shall come into dispute or litigation, the Lessee may withhold payment of rents (without interest) until final adjudication or other settlement of such dispute or litigation.

Notice of Appointment of Agent

Lessee shall be under no obligation to recognize any agent for the collection of rent accrued or to accrue hereunder or otherwise authorized to act with respect to the Premises until notice of the appointment and the extent of the authority of such agent shall be first given to the Lessee by the a party authorized to make an appointment of such agent.

Change in Ownership of Premises

No change or division in the ownership of the Premises, or of the rents payable hereunder, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Lessee. Further, no change or division in ownership shall be binding on the Lessee for any purpose until the Lessee shall have been furnished with a certified copy of the recorded instrument, or other legally authenticated written instrument, evidencing such change or division in ownership.

Binding Effect On Heirs, Assigns, Etc.

Each of the stipulations, provisions, terms, conditions, covenants, agreements and obligations contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of each and every one of the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of the respective parties hereto, and shall be deemed and treated as covenants real running with the Premises aforesaid during the term of this Agreement. Whenever a reference to the parties hereto is made, such reference shall be deemed to include the heirs, legal representatives, devisees, legatees, next-of-kin, successors and assigns of said party, the same as if in each case expressed.

Lessor's Failure to Deliver Premises at Commencement of Term

Should the Lessor, for any reason whatever, be unable to deliver possession of the Premises to the Lessee on the Commencement Date, there shall be a total abatement of rent during the period between the Commencement Date and the date upon which the Lessor delivers possession of the Premises to the Lessee.

Destruction of or Damage to Premises

In the event the said Premises, either prior to the Commencement Date of this Agreement or during the term thereof shall be so damaged, by any cause whatever, as to be rendered unfit for occupancy by the Lessee, there shall be a total abatement of rent during the period of time the premises are unfit for occupancy. Shall the Premises, either prior to the Commencement Date of this Agreement or during the term thereof; be partially destroyed, by any cause whatever, but not rendered unfit for occupancy by Lessee, then the Lessor agrees that the Premises, at the Lessor's expense and with reasonable promptness and dispatch, shall be repaired and restored to substantially the same condition as before the damage. In

the event of a partial destruction of the Premises there shall be a fair abatement in the rent payable during the time such repairs or rebuilding are being made. Such proportionate deduction of rent to be based upon the extent to which the making of such repairs or rebuilding shall interfere with the business carried on by the Lessee in Premises. Full rental shall again commence after completion of the repairs and restoration of the Premises by the Lessor. In connection with the foregoing, it is agreed by the parties hereto that the Lessee and Lessor shall have a third party to decide, after making a reasonable assessment of damages, who shall make the decision as to whether or not the Premises are fit or unfit for occupancy by the Lessee.

Use of Premises and Lessee's Insurance Requirements; indemnification

- a. Lessee shall use Premises for any purpose within the powers of Griffin Technical College for its educational and administrative functions for which the Premises are hereby rented; and no use shall be made of Premises, nor acts done which will cause a cancellation of or an increase in the existing rate of fire, casualty and other extended coverage insurance insuring the Premises, without first consulting with Lessor and obtaining appropriate insurance endorsements, including the payment of the increase in premium for such endorsements. The Lessee shall not sell, or permit to be kept for use in or about Premises, any article or articles which may be prohibited by the standard form of fire insurance policies unless the policy is endorsed as set forth in this paragraph.
- b. Lessee shall insure or self-insure at its own cost and expense its fixtures, furnishings, equipment and personal property which it may use or store on the Premises. Lessee will provide third party liability coverage arising from the acts of its officers, members, and employees through the Georgia Tort Claims Act, O.C.G.A. §50-21-20 et seq. and the self-insurance funds maintained pursuant to Georgia Law. The Georgia Tort Claims Act provides coverage for \$1,000,000 per person and \$3,000,000 per occurrence for claims covered by the Act.
- c. To the fullest extent permitted by law, Lessee shall indemnify Lessor for any and all claims which arise from Lessee's use of the Premises, including, but not limited to, claims for personal injury, death, disease, property damage.

Cancellation of Agreement by Lessor

Shall the Lessee at any time be in default in the payment of rent, after five (5) days written notice from Lessor, or in the performance of any of the other stipulations, covenants, terms, conditions, agreements, or provisions of this Agreement, and fail to remedy such default within twenty (20) days after receipt of notice from the Lessor; Lessor may pursue all remedies available to Lessor at law or in equity, including dispossessory proceedings in a court of competent jurisdiction, but not including any right of Lessor or any representative of Lessor to enter and repossess the Premises.

Holding Over

Any holding over, or continued use and/or occupancy by the Lessee, of the Agreementd Premises after the expiration of this Agreement shall operate and be construed as a tenancy at will at the rate set out above and under the same terms and conditions in force on the Expiration Date.

Condemnation

In the event, during the term of this Agreement, the whole or a substantial part of the Premises hereby rented shall be appropriated or taken by any Municipal, County, State, Federal or other authority for any public or quasi-public use through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Lessee for the purpose hereinabove referred to shall be prohibited; the Lessee shall have the right to immediately terminate this Agreement upon notice to the Lessor and the rent shall be paid only to the time when the Lessee surrenders possession of the Premises. When only a portion of the Premises are acquired for public or quasi-public use through the exercise of or under the threat of eminent domain or condemnation proceedings, the Lessee shall remain in the Premises with remaining monthly rental payments reduced by an amount determined by the ratio of square feet thus acquired to the total square feet originally contained in the Premises. The Lessor agrees to promptly make all necessary alterations and repairs which shall be required because of such partial acquisition. The rights of the Lessor shall in no way prejudice or interfere with any claim which the Lessee may have against the authority exercising the power of eminent domain or condemnation for damages or otherwise for destruction of or interference with the business of the Lessee in the Premises.

Repairs by Lessor

During the term of this Agreement, and subject to the provisions of Article V of this Agreement, Lessee, shall, at its sole cost, service, replace, keep and maintain in good order and repair each and every part and portion of the existing Premises together with any improvements or additions the Lessor might install in or place upon the Premises in the course of the term of this Agreement. In the event that Lessee constructs or erects any additions and/or improvements to or on the Premises, Lessor shall have no obligation whatsoever to service, replace, keep and maintain the same in good order and repair.

Notice to Lessor of Damage or Defects

Lessee shall give to Lessor prompt written notice of any defects in the Premises and, subject to the provisions of Article V of this Agreement, such defects shall be remedied with due diligence by the Lessor at its own expense.

Inspection and Repairs, Alterations or Additions, Janitorial Services, Rubbish Removal

Lessee shall permit Lessor, his agents or employees, to enter into and upon Premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs alterations or additions to any portion of the Premises.

Lessee shall furnish janitorial services for general cleaning of the Premises. Lessee shall use care to select honest and efficient employees.

Lessee shall keep the Premises clean, both inside and outside at its own expense, and shall see that all garbage, trash, and all other refuse is placed in the trash receptacles.

Termites, Rodents, and Pests

Lessor shall, subject to the provisions of Article V of this Agreement, at its own expense, keep the Premises free from infestation by termites, rodents, and other pests and shall repair all damage caused to the Premises by the same during the term of this Agreement.

Taxes and Assessments

This section is not applicable.

Removal of Improvements, Erections and Additions by Lessee

With the express written consent of the Lessor first having been had and obtained the Lessee may make, at its own expense, such improvements, erections, and alterations as are necessary to adapt the Premises for the conductance of the Lessee's business. All improvements, erections and additions installed in or placed upon the Premises by the Lessee, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Lessee, and may be removed by the Lessee, in whole or in part, at any time before the expiration or termination of this Agreement or upon a reasonable time thereafter. If the Lessee removes any or all of the improvements, erections and additions it has installed in or placed upon the Premises, the Lessee agrees to repair any specific damage directly resulting to the Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Removal of Fixtures by Lessee

At any time before the expiration or termination of this Agreement, or upon a reasonable time thereafter, Lessee shall have the right and privilege to remove all easily removable fixtures, equipment, appliances and movable furniture which it has placed in or upon the Premises. The Lessee agrees to repair any specific damage directly resulting to the

Premises from such removal to the condition existing at the beginning of the tenancy, fair wear and tear excepted.

Waiver of Rights

The waiver by Lessor, or by Lessee, of any breach of any stipulation, provision, term, covenant, agreement or condition herein contained shall not be deemed to be a waiver of such stipulation, provision, term, covenant, agreement or condition on any subsequent breach of the same or any other stipulation, provision, terms, covenant, agreement or condition herein contained.

Entry for Carding, Etc.

In the event the Lessee does not exercise the renewal or extension option provided above, then it is agreed that the Lessor may, within thirty (30) days next preceding the expiration of the term of this Agreement, card Premises advertising the Premises "For Sale" or "For Rent". Lessor may enter the Premises at reasonable hours to exhibit the same to prospective purchasers or tenants.

Abandonment of Premises

During the term of this Agreement Lessee agrees not to abandon or vacate the Premises without cause.

Waste and Nuisance

Lessee shall not commit, or suffer to be committed any waste upon the Premises, or any nuisance.

Assignment and Subletting

Lessee shall not assign this Agreement, or any interest therein, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person to occupy or use the Premises, or any portion thereof, without the express written consent of Lessor first having been obtained, which consent shall not unreasonably be withheld. Any such assignment or subletting without such consent shall be void, and shall, at the option of the Lessor, on twenty (20) days notice to Lessee, terminate this Agreement. Consent to one assignment and/or subletting shall not waive this provision, and all later assignments and/or sublettings shall likewise be made only on the prior consent of Lessor, which consent shall not unreasonably be withheld.

Effect on Assignment and Subletting when Lessee Surrenders Premises

The voluntary or other surrender of this Agreement by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing sublets or subtenancies, or may, at the option of Lessor, operate as an assignment to him of any or all such sublets or subtenancies.

Surrender of Premises

Lessee shall at the termination of this Agreement surrender up said Premises in good order and condition; reasonable use and ordinary wear and tear thereof, damage by fire, acts of God, the elements, other casualties, condemnation and/or appropriation, and damage or defects arising from the negligence or default of the Lessor excepted.

Invalidity of Provision or Portion of Provision

Shall any provision or portion of such provision of said Agreement be held invalid the remainder of this said Agreement or the remainder of such provision shall not be affected thereby.

Compliance with Laws, Ordinances and Regulations

(a) Lessor shall be responsible for compliance with all applicable laws, ordinances, and regulations, including permitting and zoning ordinances and requirements and local and state building codes, life safety codes, security, and the holding of a current and proper certificate of occupancy.

(b) Notwithstanding any provisions of this Agreement to the contrary, Lessor is solely responsible for assuring that the Premises and all common areas are at all times in compliance with Title III of the American with Disabilities Act of 1990, 42 USC §12101 et seq. (hereinafter the "ADA") as amended, and with all regulations promulgated pursuant to the ADA (hereinafter the "Regulations"). Except for any remodeling or alterations to the premises after the Commencement Date of this Agreement due to an election by Lessee to remodel (but not including any remodeling or alterations at the beginning of the Term of this Agreement to make the Premises initially suitable for Lessee), Lessor shall be solely responsible for all costs and expenses associated with ADA compliance. Lessor shall not charge Lessee for, or seek reimbursement from Lessee for, any expenditures, capital or otherwise, associated with conforming the premises or common areas to the requirements of the ADA and the Regulations.

(c) Lessor and Lessee hereby certify that the provisions of law contained in Title 45 Chapter 10 of the Official Code of Georgia which prohibit full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions with the State or state agencies have not and will not be violated in any respect by this Agreement.

Subordination

This Agreement shall be subject and subordinate to all existing liens and

encumbrances against the Premises (and all rights and obligations contained therein); *provided*, however that as to all such liens and encumbrances and any future liens and encumbrances, as a condition precedent to any such subordination, the holder of the lien or encumbrance agrees, so long as the Lessee is not in default under this Agreement, to the continuing possession of the Premises by Lessee under the same financial provisions and substantive terms and conditions set forth in this Agreement.

Entire Agreement; Mold

This Agreement, including the attached Exhibits "A", "B", and "C", embodies and sets forth all the provisions, agreements, conditions, covenants, terms and understandings between the Parties relative to the Premises. There shall be no provisions, agreements, conditions, covenants, terms, understandings, representations or inducements either oral or written, between the parties other than are herein set forth. It is further understood and agreed that no subsequent alteration, amendment, change or addition to the is Agreement shall be binding upon the parties herein unless reduced to writing and signed by all the parties to this Agreement.

Lessee acknowledges that it is necessary for the Lessee to provide appropriate climate control, keep the property clean, and take other measures to retard and prevent mold and mildew from accumulating in the premises. Lessee agrees to clean and dust on a regular basis to remove visible moisture accumulation on windows, walls and on other surfaces as soon as reasonably possible. Lessee agrees not to block or cover heating, ventilation, or air conditioning ducts on the premises. Lessee also agrees to immediately report to the Lessor's office: 1) any evidence of a water leak or excessive moisture on the property as well as in any storage room or common area. 2) Any evidence of a mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area. 3) Any failure or malfunction of the heating, ventilation or air conditioning system in the premises and 4) Any inoperable windows and doors. Lessee further agrees that Lessee shall be responsible for damage to the premises and Lessee's property as well as injury to Lessee and occupants resulting from Lessee's failure to comply with the terms of this paragraph.

END OF EXHIBIT "A"

EXHIBIT "B"

Special Stipulations

- 1) Lessor reserves the right to execute other leases for those portions of the Premises located on separate floors of the Amphitheater Ticket Office, on-site parking areas and other designated common areas.

END OF EXHIBIT "B"

EXHIBIT "C"

Legal Description
of Lease Premises

1,584 square feet of building space located on lower level of Amphitheater Ticket office building at 201 McIntosh Trail, Peachtree City, Georgia 30269.

END OF EXHIBIT "C"

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *nv ber BSM*
Financial Services Director *P.S.*
Assistant Financial Services Director *jc*
Purchasing Agent *me*
Interim Community Development Director *David*

FROM: City Engineer *Carol A. Bodorski*

DATE: October 28, 2009

SUBJECT: City Hall Underpinning Project
November 5, 2009 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the underpinning to Hayward Baker, Inc. for their base bid amount of \$ 68,900.00.

Discussion:

The award of this contract was tabled from the October 15, 2009, City Council Agenda due to contractual issues. Since that time the issues have been resolved. Therefore, staff recommends that City Council award the bid of \$68,900.00 to Hayward Baker, Inc.

Budget Impact:

If approved by City Council, funds will be dispersed from account number 359-1505-54-1320, Project 229 and will come from the 2009 Bricks and Mortar Loan.

Attachment:

October 15, 2009 City Council Memo

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager *Bernard J. McMillan*
Financial Services Director *P.S.*
Assistant Financial Services Director *J*
Purchasing Agent *and*
Interim Community Development Director

FROM: City Engineer *David A. Borowski*

DATE: October 8, 2009

SUBJECT: City Hall Underpinning Project
October 15, 2009 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the underpinning to Hayward Baker, Inc. for their base bid amount of \$ 68,900.00.

Discussion:

The City is working to repair the void discovered under the foundation of City Hall. On August 12, 2009, the City of Peachtree City solicited bids from contractors for the installation of micro-piles. In addition to e-mail solicitation, the City advertised the bid on August 18, 2009, and September 1, 2009, and held a pre-bid meeting on September 3, 2009. Nine (9) firms were represented at the pre-bid meeting. Two (2) bids were received, opened, and reviewed on October 1, 2009. The bid results are as follows:

Hayward Baker, Inc.	\$ 68,900.00
Johnson Landscape/Vertical Earth	\$ 109,660.00

Staff has reviewed the bid, references and experience and found them to be acceptable. Staff is currently working out the details of additional contract language with Hayward Baker and should have resolved prior to the City Council meeting.

Therefore, staff recommends that City Council award the bid of \$68,900 to Hayward Baker, Inc.

Budget Impact:

If approved by City Council, funds will be dispersed from account number 359-1505-54-1320, Project 229 and will come from the 2009 Bricks and Mortar Loan.

Attachment:
Bid Tabulation

BID TITLE: Underpinning
DATE: 1 October 2009

BIDS OPENED BY:

WITNESSED BY:

BUDGET:

TIME COMPLETED:

501

Dave
B.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *RV BOM*
Administrative Services Director *RV*
Interim Community Development Director *David*

FROM: Public Information Officer / City Clerk *By*

DATE: October 28, 2009

SUBJECT: Reaffirm Multi-Family Rezoning Moratorium
November 5, 2009, City Council Meeting

Recommendation:

That Council reaffirm 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 2009, 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.

/bt

Attachment

ARTICLE XIV. MULTI-FAMILY--REZONING MORATORIUM*

Sec. 1401. Purpose.

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

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

Sec. 1402. Findings.

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

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

Sec. 1403. Moratorium.

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

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

Sec. 1404. Appeals.

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

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *rv* *for BOM*
City Clerk *PD*

FROM: Interim Community Development Director *David*

DATE: October 29, 2009

SUBJECT: Request from Brent West Village, LLC to de-annex a 1.17-acre tract from Wilksmoor Village into unincorporated Fayette County
November 5, 2009 City Council Agenda

Recommendation:

Approve the request from Brent West Village, LLC to de-annex a 1.17-acre tract of land from Wilksmoor Village into unincorporated Fayette County subject to the following understandings and conditions:

- 1. The Applicant shall request that the zoning of the 1.17-acre tract be A-R Agricultural Residential within unincorporated Fayette County.*
- 2. All buffers and setbacks identified within the LUR-14 zoning for the Brent West Village tract shall be measured from this newly created boundary line.*
- 3. All costs associated with the de-annexation of this parcel shall be the sole responsibility of the developer.*

Discussion:

Brent West Village, LLC submitted a Request for De-annexation form to City Staff on September 18, 2009, requesting that a portion of their property be de-annexed from the city limits of Peachtree City into unincorporated Fayette County. The purpose of the de-annexation would be to create a 10' strip of land along the northern boundary of their property interconnecting two parcels of land currently located within unincorporated Fayette County. The combined county property would then adjoin Coweta County in accordance with O.C.G.A. §36-36-4(a) (Attachment "A").

The 403.093-acre Brent West Village tract was annexed from unincorporated Fayette County into the city limits of Peachtree City on May 3, 2007. The parcel was then rezoned to LUR-14 for the purposes of developing a 650-home active adult community. Should the 1.17-acre parcel be de-annexed, the overall acreage of the Brent West Village tract would reduce to 401.923 acres.

Request from Brent West Village, LLC to de-annex a 1.17-acre tract

October 29, 2009

Page 2

Staff and the Applicant have been coordinating with the City Attorney and Fayette County Staff in an effort to process this application. The Planning Commission considered this request at their October 12, 2009 meeting and voted unanimously to forward this item to City Council with a recommendation that it be approved (Attachment "B").

The County Commission considered this request at their October 22, 2009 meeting and adopted a Resolution consenting to this request (Attachment "C").

A copy of the Application for De-annexation is included as Attachment "D", and a copy of the ordinance to de-annex the property as requested is included as Attachment "E".

Budget impact:

There are no budget impacts associated with this request.

Attachments

Annexation Procedures

Statute

shall apply so long as a filing with the United States Department of Justice is required.

(g) The governing authority of any municipality annexing property shall add all annexed areas to maps provided by the United States Census Bureau during the next regularly scheduled boundary and annexation survey of the municipality, complete the survey and map as instructed, and return them to the United States Census Bureau within the time frame requested.

36-36-4

(a) The creation of unincorporated islands as described in paragraph (1), (2), or (3) of this subsection shall be prohibited:

(1) Annexation or deannexation which would result in the creation of an unincorporated area with its aggregate external boundaries abutting the annexing municipality;

(2) Annexation or deannexation which would result in the creation of an unincorporated area with its aggregate external boundaries abutting any combination of the annexing municipality and one or more other municipalities; or

(3) Annexation or deannexation which would result in the creation of an unincorporated area to which the county would have no reasonable means of physical access for the provision of services otherwise provided by the county governing authority solely to the unincorporated area of the county.

Commentary

(g) The city shall add all annexed area to Census maps during the next regularly scheduled municipal boundary and annexation survey. The completed map and survey must be returned to the Census Bureau during the stated timeframe.

O.C.G.A. § 36-36-4 (Bars the Formation of Unincorporated Islands by Annexation or Deannexation)

(a) This Code Section bars the formation of unincorporated islands by annexation or deannexation. This is a total bar on annexing or deannexing an area that would create an unincorporated island of any size. Note under the provisions in O.C.G.A. § 36-36-92(a) that "all or any portion" of an unincorporated island may be annexed. There should be no question that such "nibbling" of an unincorporated island does not create a new island.

(1) Annexation or deannexation is prohibited if it results in the creation of an unincorporated area which is surrounded on all sides by the annexing municipality.

See figure, page 22.

(2) Annexation or deannexation is prohibited if it would result in the creation of an unincorporated area which is surrounded on all sides by the annexing municipality and one or more other municipalities.

See figure, page 22.

(3) Annexation or deannexation is not allowed if it would create an unincorporated area to which the county has no reasonable access to provide services normally provided to unincorporated areas.

Examples of annexation prohibited by this provision are very difficult to illustrate. Whether this provision will be applicable to an

Annexation Procedures

Statute

Commentary

annexation proceeding may depend on the type of county service involved and the alternatives available to the county to access the alleged unincorporated "island." Any allegation that an annexation cannot be accomplished because it violates this provision should be carefully reviewed with the city attorney. Potential application of this section should be taken into account in negotiating and agreeing to service delivery areas and strategies under the Service Delivery Strategy Act, *See* O.C.G.A. § 36-70-20 *et seq.*

See figure, page 23.

County representatives have also suggested that an unincorporated island which can only be accessed by a city street has no reasonable means of physical access for the provision of services to the unincorporated area as described under this section. County vehicles, however, are not prohibited from traveling on city streets.

(b) When requested by resolution of the county governing authority, a municipality is authorized to provide any service or exercise any function within an unincorporated island. Such authority shall be in addition to any other authority of the municipality to provide extraterritorial services or function. For purposes of this subsection, "unincorporated island" shall have the same meaning as contained in paragraph (3) of Code Section 36-36-90.

(b) A municipality may provide any service or exercise any function within an unincorporated island (as defined by O.C.G.A. § 36-36-90) if the county governing authority requests that it do so by resolution. This authority is in addition to the authority the municipality already possesses to provide extraterritorial services or functions.

36-36-5

Reserved.

36-36-6

Upon accepting an application for annexation pursuant to Code Section 36-36-21 or a petition for annexation pursuant to Code Section 36-36-32, or upon adopting a resolution calling for an annexation referendum pursuant to Code Section 36-36-57, the governing authority of the annexing municipality shall within five business days give written notice of the proposed annexation to the governing authority of the county wherein the area proposed for annexation is located. Such notice shall include a map or other description of the site proposed to be annexed sufficient to identify the area. Where the proposed annexation is to be

O.C.G.A. § 36-36-6 (Notice Requirements)

When the governing authority of an annexing municipality accepts an application for annexation under the 100% method, accepts a petition for annexation under the 60% method, or adopts a resolution for annexation under the resolution and referendum method, it must give written notice of the proposed annexation to the governing authority of the county in which the land to be annexed is located within 5 days of accepting the application for annexation. The written notice shall consist of a map or other description of the site of the proposed annexation that is sufficient to identify the area.

Annexation Procedures

EXAMPLES

36-36-4(a)(1) Annexation or deannexation is prohibited if it results in the creation of an unincorporated area which is surrounded on all sides by the annexing municipality.

Key:

Municipal limits



Area proposed to be annexed by municipality



Island formed by annexation or deannexation



A. an unincorporated island formed by annexation:

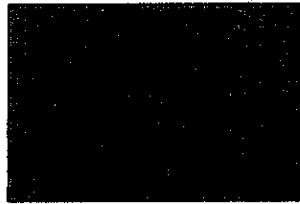


original municipal limits

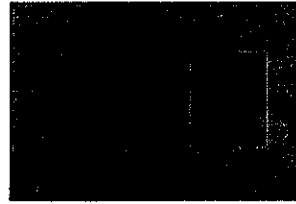


formation of island by annexation

B. an unincorporated island formed by deannexation



original municipal limits



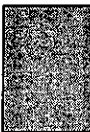
formation of island by deannexation

36-36-4(a)(2) Annexation or deannexation is prohibited if it would result in the creation of an unincorporated area which is surrounded on all sides by the annexing municipality and one or more other municipalities.

A. an unincorporated island formed by annexation:

City A

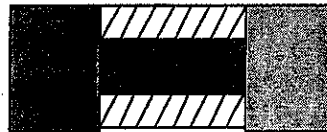
City B



original municipal limits

City A

City B

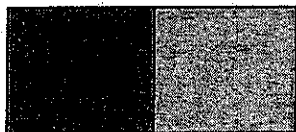


formation of island by annexation

B. an unincorporated island formed by deannexation

City A

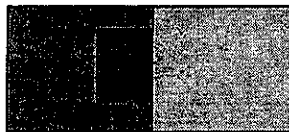
City B



original municipal limits

City A

City B

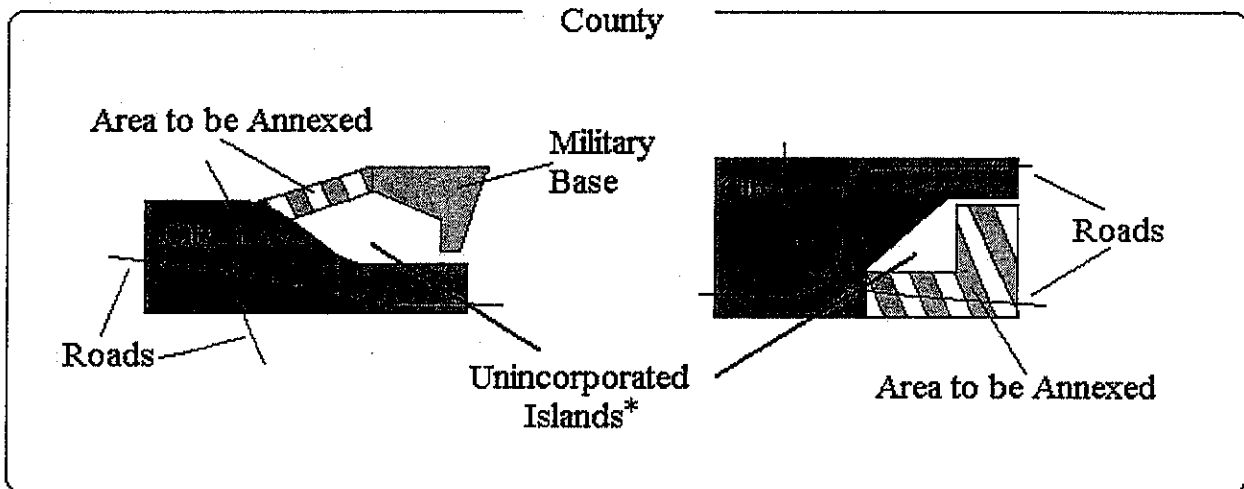


formation of island by deannexation

Annexation Procedures

EXAMPLES

36-36-4(a)(3) Annexation or deannexation which might result in the creation of an unincorporated area to which the county would have no reasonable means of physical access for the provision of services otherwise provided by the county governing authority solely to the unincorporated area of the county.



* Assuming the county has no reasonable means of physical access for the provision of county services.

County representatives have suggested that an unincorporated island which can only be accessed by a city street has no reasonable means of physical access for the provision of services to the unincorporated area as described under this section. County vehicles, however, are not prohibited from traveling on city streets.

**UNAPPROVED EXCERPT OF MINUTES
PLANNING COMMISSION MEETING
October 12, 2009**

- PH-09-12** **Consider request to de-annex a 10'-wide strip of land along the northern border of the Brent West Village, LLC tract within Wilksmoor Village. The 1.17-acre tract is currently located within the city limits of Peachtree City. The Applicant was Brent West Village, LLC.**
- PH-09-13** **Consider request to reaffirm the annexation of a 401.923-acre tract of land within Wilksmoor Village. The Applicant was Brent West Village, LLC.**
- PH-09-14** **Consider request to reaffirm the LUR-14 zoning for the Brent West Village tract within Wilksmoor Village. The Applicant was Brent West Village, LLC.**
- PH-09-15** **Consider request to reaffirm the annexation of a 379.594-acre tract of land within Wilksmoor Village. The Applicant was John Wieland Homes and Neighborhoods, Inc.**
- PH-09-16** **Consider request to reaffirm the LUR-15 zoning for the Wieland tract within Wilksmoor Village. The Applicant was John Wieland Homes and Neighborhoods, Inc.**

Mr. Rast gave a brief overview of these items which were all closely related. He noted the Georgia Regional Transportation Authority (GRTA) had approved the developments with a number of conditions primarily related to such items as internal road connections and traffic configurations. He pointed out that this was prior to any annexation or rezoning of the property.

Mr. Rast further explained that in May of 2007, the properties which were owned by Scarbrough Development and John Wieland Homes were annexed into the city and rezoned to LUR-14 and LUR-15 respectively. Soon after the annexations and rezonings were approved, Levitt and Sons, the developers of the Scarbrough tract, filed for bankruptcy. The property owner, Brent West Village, however, continued to move forward with the project.

Mr. Rast also stated that both Brent West Village and John Wieland Homes had worked with City Staff to develop construction plans for an extension of MacDuff

Parkway. Those plans had been approved and clearing had been done. However, the project had been on hold for some time. There had been litigation regarding the annexation of the property which had been heard in a couple of courts; all had ruled in favor of the city. The City's position was that the properties were annexed and zoned LUR-14 and LUR-15.

Brent West Village, LLC was requesting that a 10' strip of land along the northern boundary of their property be de-annexed from the city limits of Peachtree City into unincorporated Fayette County. They were also asking that the annexation and the LUR-14 zoning be reaffirmed for the 401.923 acres.

In addition, John Wieland Homes and Neighborhoods had asked that the Planning Commission reaffirm the annexation and the LUR-15 zoning of their 379.594-acre tract.

Mr. Staples clarified that the request was to reaffirm the annexation and rezoning process that had already taken place, not the plans.

Mr. Frazar asked if there were any instructions from the courts to the City relative to these two properties. Mr. Rast was not aware of any. In the most recent court action, the judge had ruled that the City followed the procedures and that the annexations and rezonings were valid. Mr. Frazar wanted to confirm that there had been no changes, deletions or additions to the documentation provided to the Commission since May of 2007. Mr. Rast stated that this was a new application and the information contained within that application was pretty much the same as what was initially reviewed and approved by the Planning Commission and City Council.

Ms. Wojcik wondered if the land would go back to the County if the Planning Commission and City Council did not reaffirm the annexations and rezonings. Mr. Rast said it would not. The Justice Department had reviewed and approved the City's actions. The City's position was that the properties were within the city, everything was done in accordance with State law, and the annexations and rezonings of these two parcels were valid.

If that was the case, Ms. Wojcik could not understand the reason for the reaffirmation of these actions. Mr. Frazar asked whether this had ever been done

before as he could find no evidence that it had. Mr. Rast was not aware of any time in the past when the Planning Commission reaffirmed an action that City Council had taken.

Mr. Mark Forsling of Schreeder, Wheeler and Flint, LLP, the attorney for Brent West Village and the Stillwells, was in attendance to explain this request. He stated that Mr. Scott Jacobson and Mr. Bob Rolader were also in attendance representing John Wieland Homes and Neighborhoods and Scarbrough Development, respectively. Mr. Forsling thought Mr. Rast did an excellent job of reviewing the history of these properties.

Mr. Forsling proceeded to explain the reason they were requesting the reaffirmations. In May of this year, the judge who heard this case ruled that the annexation was done properly. However, the plaintiff in the lawsuit appealed a portion of the judge's decision. The case was currently docketed in the Georgia Court of Appeals, but it could be another year before a decision was rendered.

Mr. Forsling stated that their purpose in requesting the reaffirmation was to allow them to move forward with their projects. They were requesting the de-annexation of the 10' strip to clear any arguments that might be made that the annexations were not proper. He explained that the law prohibited the creation of unincorporated islands. They believed this annexation only made an existing unincorporated island smaller, and they also believed there was a Georgia Court of Appeals precedent to support this.

Mr. Forsling said de-annexing this strip of land would not change any of their development or the associated conditions/regulations. The zoning would be A-R and all of the buffers and setbacks would be measured from the newly created boundary lines.

Mr. Jacobson introduced Mr. Barry Gittleman, a Vice President of John Wieland Homes in charge of land and strategy, and Mr. Rob Parker, General Counsel for John Wieland Homes. He explained that this was a procedural formality and they were only requesting re-affirmation of earlier actions of the Planning Commission and City Council. They were not seeking any formal or informal changes to those earlier actions. This was a way of making sure the City and the property owners stood in good stead and that the decisions that had been made were as sound as

they could be. He noted that meetings with City Staff and Mr. Meeker had confirmed that this was the proper thing to do.

Mr. Jacobson said this action would solidify the positions the City had already taken and would provide even firmer legal footing to avoid further lawsuits and appeals.

No one else spoke in favor of these proposals.

The Planning Commission had the following concerns:

- What would happen if the Commission did not vote to re-affirm these actions?
- This was a legal issue; should the request be coming from the City Attorney?
- This was a legal maneuver; the Commissioners should have advice from the City Attorney.
- This action was an attempt to circumvent the lawsuit.
- There were three new members on the Planning Commission who were not part of the original discussions or approvals.
- Most of the citizens were against this proposal when it was initially presented.
- If the actions were not re-affirmed by the Planning Commission and City Council, would the property go back to the County and the previous zonings? Would that open these proposals up to renegotiation? Could the plan be revisited?

Mr. Rolader stated that the City and the Courts had confirmed that this property had been annexed and zoned appropriately. If the Planning Commission and City Council chose not to re-affirm the annexations and rezonings, the property would probably stay in court for another couple of years. He felt this was a waste of money for everyone. If the proposals were re-affirmed, the project could move forward. He noted that the city was the defendant in this lawsuit.

Mr. Frazar did not think the re-affirmation was necessary; the procedures were sound. He did not understand why the Applicants would want to take this action. Mr. Rolader stated that their attorneys, as well as the City Attorney for Peachtree City, had concurred that this was the right direction to go.

Mr. Sussberg thought they were opening the City up to more lawsuits if this Planning Commission voted to re-affirm the actions that were taken by a previous Planning Commission of which three of the current members were not a part. Mr. Frazar agreed. He noted that ultimately this would be decided by City Council.

Mr. Jacobson stated that they also felt the procedures were sound. However, since the concept was still in litigation, their members were not allowed to begin constructing the extension of MacDuff Parkway. He further stated that de-annexing the 10' strip was a proven method of protecting the annexations they had.

Three of the Planning Commissioners, Mr. Frazar, Mr. Sussberg, and Ms. Wojcik, would abstain from this vote. They felt this was an unnecessary vote that would open the City up to a counter lawsuit. They also believed that the training they received from the Atlanta Regional Commission supported that stand.

Mr. Staples felt that taking any further action undermined what had already been done. Consequently, it was not necessary that the Planning Commission do anything. Mr. Rast said it was necessary for the Planning Commission to take a position that could be forwarded to City Council. If they moved these four items with no recommendation, they should be specific as to the reasons.

The Planning Commission gave the following reasons for making no recommendation on these items:

- Three of the current Planning Commissioners were not involved in the original process.
- No action was necessary.
- There was no precedent to taking this action.
- To re-affirm would only open the city up to other problems in the future.

Ms. Pullias had followed these projects since their inception in 2006. She thought this was a legal procedure. The 10' strip was another way of keeping the creation of an unincorporated island from becoming an issue in the annexation. She noted that the de-annexation was not part of the original proposal.

Mr. Staples thought taking further action would undermine the processes of the City. Any time action was taken to reaffirm, it implied there was a problem with the original position.

Ms. Wojcik also had been involved in the discussions and meetings back in 2006 related to these projects. She also listened to a lot of her neighbors and saw petitions that were against this proposal. She did not think the citizens were in favor of this project and thought a new application should be submitted for the Planning Commission and City Council to vote on. She had issues with taking this out of the courts.

After discussion, a motion was made by Mr. Sussberg and seconded by Mr. Scott that PH-09-12, the request to de-annex a 10'-wide strip of land along the northern border of the Brent West Village, LLC tract within Wilksmoor Village be forwarded to City Council with a recommendation for approval subject to the following understandings and conditions. The motion passed by a vote of 4 to 1 with Ms. Wojcik voting against the motion.

- 1. Should the 1.17-acre tract be de-annexed from Peachtree City into unincorporated Fayette County, the Applicant shall rezone this property to the County's AR zoning classification.*
- 2. All buffers and setbacks identified within the LUR-14 zoning for the Brent West Village tract shall be measured from this newly created boundary line.*
- 3. All costs associated with the de-annexation and rezoning of this parcel shall be the sole responsibility of the developer.*

Another motion was made by Mr. Sussberg and seconded by Mr. Scott that the following reaffirmations (PH-09-13, PH-09-14, PH-09-15, and PH-09-16) be approved:

- The annexation of a 401.923-acre tract of land within Wilksmoor Village. The Applicant was Brent West Village, LLC.
- The LUR-14 zoning for the Brent West Village tract within Wilksmoor Village.
- The annexation of a 379.594-acre tract of land within Wilksmoor Village. The Applicant was John Wieland Homes and Neighborhoods, Inc.
- The LUR-15 zoning for the Wieland tract within Wilksmoor Village.

The Commissioners' votes were as follows and for the reasons indicated:

- Ms. Wojcik voted against the motion because she was not on the Commission at the time it was approved. She also thought the plan had changed slightly from what was originally approved.
- Mr. Scott voted in favor of the motion because he was part of the approval process and he thought the process was valid. When the Planning Commission recommended this proposal to City Council, the Planning Commissioners thought it was a good plan. He was comfortable with all of it. He thought it was a done deal and to reaffirm it was moot.
- Mr. Frazar voted against the motion as he was not a member of the Planning Commission at the time this plan was originally approved. He trusted the processes that originally approved the proposals. He thought the reaffirmation gained nothing and put doubt in everyone's mind. He felt the court process would be faster than a new application.
- Mr. Sussberg abstained from the vote because he was not on the Planning Commission at the time of the original approval and consequently did not have enough background information. He agreed that the proposals had moved through the City's process and it was a moot point.
- Mr. Staples voted against the motion as he did not think it was necessary and that it undermined the previous actions of the city. He expressed confidence in the actions the City had previously taken.

The motion passed by a vote of 1 to 3 to 1 with Mr. Scott voting in favor of the motion; Mr. Staples, Mr. Frazar, and Ms. Wojcik voting against the motion; and Mr. Sussberg abstaining from the vote.



Action Agenda

Board of Commissioners
October 22, 2009
7:00 P.M.

The Board of Commissioners of Fayette County, Georgia, met in Official Session on Thursday, October 22, 2009, at 7:00 p.m. in the Public Meeting Room of the Fayette County Administrative Complex, 140 Stonewall Avenue, Fayetteville, Georgia.

Commissioners Present:

Jack Smith, Chairman
Lee Hearn
Robert Horgan
Eric Maxwell

Commissioner Absent:

Herb Frady, Vice Chairman

Staff Present:

Jack Krakeel, County Administrator
Scott Bennett, County Attorney
Carol Chandler, Executive Assistant
Karen Morley, Chief Deputy Clerk

Chairman Smith called the meeting to order.
Commissioner Hearn offered the Invocation.
Pledge of Allegiance.

ACCEPTANCE OF AGENDA : COMMISSIONER HORGAN MADE A MOTION TO ACCEPT THE AGENDA AS PRESENTED. COMMISSIONER HEARN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

PRESENTATION/RECOGNITION:

A. Presentation of Proclamation designating November 1, 2009 as "Retired Educators Day in Fayette County".

CHAIRMAN SMITH READ AND THE BOARD PRESENTED A PROCLAMATION DESIGNATING NOVEMBER 1, 2009 AS "RETIRED EDUCATORS DAY IN FAYETTE COUNTY" TO JAMES HAYMANS AND OTHER REPRESENTATIVES OF THE RETIRED EDUCATORS OF FAYETTE COUNTY.

B. Consideration of Petition No. 1216-09 and Petition No. RP-046-09, John Alan Bell, Owner/Agent, request to rezone Lot 18 of Lakeview Estates consisting of 1.03 acres from R-40 to O-I; and request to Change the Use of Lot 18 from single-family residential to office-institutional. This property is located in Land Lot 127 of the 5th District and fronts on SR 54 West. Due to the lack of a full board at the October 1st Planning Commission meeting, the applicant requested his petitions be tabled until the November 5th Planning Commission meeting. The Board of Commissioners should table its hearing of these petitions until its December 10th meeting.

CHAIRMAN SMITH ANNOUNCED THAT THE APPLICANT HAD REQUESTED THESE PETITIONS BE TABLED UNTIL THE NOVEMBER 5TH PLANNING COMMISSION MEETING AND THE BOARD OF COMMISSIONERS SHOULD TABLE ITS HEARING OF THESE PETITIONS UNTIL ITS DECEMBER 10TH MEETING.

- C. Consideration of proposed amendments to the Fayette County Zoning Ordinance regarding: Article VII. Conditional Uses, Exceptions, and Modifications, Section 7-6. Transportation Corridor Overlay, A. SR 54 West Overlay Zone, 4. Architectural Standards, Gasoline Canopy, and C. General State Route Overlay Zone, 4. Architectural Standards, Gasoline Canopy. The Planning Commission unanimously recommended approval 3-0.

COMMISSIONER HORGAN MADE A MOTION TO APPROVE ORDINANCE NO. 2009-04 FOR AMENDING THE FAYETTE COUNTY ZONING ORDINANCE REGARDING ARTICLE VII. CONDITIONAL USES, EXCEPTIONS, AND MODIFICATIONS, SECTION 7-6. TRANSPORTATION CORRIDOR OVERLAY, A. SR54 WEST OVERLAY ZONE, 4. ARCHITECTURAL STANDARDS, GASOLINE CANOPY, AND C. GENERAL STATE ROUTE OVERLAY ZONE, 4. ARCHITECTURAL STANDARDS, GASOLINE CANOPY. COMMISSIONER HEARN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

PUBLIC COMMENT:

DAVID WORLEY: David Worley commented on item E. on tonight's agenda regarding the proposed de-annexation of a piece of property consisting of 1.17 acres that was previously annexed by the City of Peachtree City. He asked for the Board's consideration to not take the action that was being proposed.

DONNA BLACK: Donna Black remarked that she was with the Firm of Scarborough and Rolader Development. She also commented on the de-annexation request on tonight's agenda. She said the annexation zoning was upheld in court and this was what Mr. Worley was appealing. She noted that the action this Firm was seeking was a lawful remedy to provide for these two parcels to be not considered islands in the County.

KEVIN CARROLL: Kevin Carroll commented on a proposal for a roundabout at Birkdale Drive and Redwine Road and with a proposed cost of \$400,000 to \$500,000. He said he was familiar with roundabouts and felt they contribute to many accidents and he suggested stop signs or a traffic signal be installed. He also commented that he saw nothing on the agenda that would address the salary situation for the teachers in Fayette County.

CONSENT AGENDA: CHAIRMAN SMITH REQUESTED CONSENT ITEM #7 TO BE REMOVED FOR DISCUSSION. COMMISSIONER HORGAN MADE A MOTION TO APPROVE THE CONSENT AGENDA ITEMS 1-6 AS PRESENTED. COMMISSIONER HEARN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

1. Approval of Sheriff's Department request for authorization to dispose of a vehicle seized through the County's participation in the State asset forfeiture program and authorization for the Chairman to execute title paperwork allowing disposal of the vehicle.
2. Approval of Sheriff's Department request to amend revenue and expenditure funds in the Technical Services Budget Account for the Criminal Investigations Division by \$5,000.00 to cover anticipated overages in the cost of providing subpoenaed information. The funds would come from the CID Investigative Services Account.

3. Approval of Sheriff's Department request to amend the Overtime Budget for the Fayette County Sheriff's Office Criminal Investigations Division by \$2,163.86 for reimbursement for employees assigned to work with various Federal Agencies.
4. Approval of Sheriff's Department request to allow Fayette County to be the recipient of a grant from the Wal-Mart Foundation Community Grant Program in an amount up to \$5,000 and to amend the FY 2010 Budget in Grant Revenue and Public Relations Services Accounts to recognize the grant upon receipt.
5. Approval of recommendations by the Tax Assessor's Office regarding requests for tax refunds.
6. Approval of staff's request for permission to dispose of firefighter uniforms and turnout gear that are no longer serviceable.
7. Approval of minutes for Board of Commissioners' meetings held on September 24, 2009 and October 7, 2009.

COMMISSIONER HORGAN MADE A MOTION TO APPROVE THE MINUTES FOR THE BOARD OF COMMISSIONERS' MEETING HELD ON SEPTEMBER 24, 2009. COMMISSIONER HEARN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

CHAIRMAN SMITH REMARKED THAT BOTH COMMISSIONER MAXWELL AND COMMISSIONER HEARN WERE ATTENDING EDUCATIONAL CLASSES ON THAT MEETING DATE AND WOULD NOT BE ABLE TO VOTE ON THIS ITEM AND ALSO NOTED THAT COMMISSIONER FRADY WAS ABSENT TONIGHT. HE SUGGESTED THESE MINUTES BE TABLED FOR A VOTE AT THE NOVEMBER 12TH BOARD MEETING.

OLD BUSINESS:

- D. Consideration of a request from the City of Peachtree City concerning an annexation application from Southern Pines Plantation Commercial Group, LLC for an 18 acre tract located in Land Lot 18 of the 6th District which fronts on S.R. 74 South near Rockaway Road.

THERE WAS A CONSENSUS OF THE BOARD THAT NO ACTION WOULD BE TAKEN ON THIS MATTER.

- E. Consideration of a request from the City of Peachtree City concerning an application from Brent West Village, LLC for the de-annexation of a 1.17 acre tract located in Land Lots 166, 167, 182, 183 and 184 of the 7th District. This property is generally located west of Senoia Road near the boundary between Tyrone and Peachtree City.

COMMISSIONER MAXWELL MADE A MOTION TO APPROVE RESOLUTION NO. 2009-16 STATING THAT THE FAYETTE COUNTY BOARD OF COMMISSIONERS CONSENTS TO THIS DE-ANNEXATION REQUEST FOR THE 1.17 ACRE TRACT AND FOR AUTHORIZATION FOR THE CHAIRMAN TO EXECUTE SAID RESOLUTION. COMMISSIONER HORGAN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

- F. Consideration of a request from staff for authorization to issue requests for proposals for the replacement of three ambulances.

COMMISSIONER HORGAN MADE A MOTION TO AUTHORIZE THE ISSUANCE OF REQUESTS FOR PROPOSALS FOR THE REPLACEMENT OF THREE AMBULANCES. COMMISSIONER HEARN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

- G. Consideration of Ordinance 2009-05 regarding the use of alcoholic beverages on specified county property.

COMMISSIONER MAXWELL MADE A MOTION TO APPROVE ORDINANCE 2009-05 REGARDING THE USE OF ALCOHOLIC BEVERAGES ON SPECIFIED COUNTY PROPERTY. COMMISSIONER HORGAN SECONDED THE MOTION. THE MOTION CARRIED 3-1 WITH COMMISSIONER FRADY BEING ABSENT AND COMMISSIONER HEARN VOTING IN OPPOSITION.

NEW BUSINESS:

- H. Consideration of a request for the Chairman to execute a "Qualified Energy Conservation Bond Notice of Intent to Issue."

COMMISSIONER HORGAN MADE A MOTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE A "QUALIFIED ENERGY CONSERVATION BOND NOTICE OF INTENT TO ISSUE." COMMISSIONER HEARN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

ADMINISTRATOR'S REPORT:

NONE.

ATTORNEY'S REPORT:

NONE.

STAFF REPORTS:

NONE.

BOARD REPORTS:

COMMISSIONER HEARN: Commissioner Hearn requested an update on the construction process regarding the West Fayetteville Bypass on the first phase of construction that ties into S.R. 92 at the November 4th Board of Commissioners Workshop meeting. County Administrator Jack Krakeel provided a brief update on the construction of phase I.

EXECUTIVE SESSION: County Attorney Scott Bennett requested an Executive Session to discuss real estate acquisition and litigation matters.

Chairman Smith requested an Executive Session to discuss personnel matters.

COMMISSIONER HEARN MADE A MOTION TO ADJOURN TO EXECUTIVE SESSION TO DISCUSS REAL ESTATE ACQUISITION, LITIGATION AND PERSONNEL MATTERS. COMMISSIONER HORGAN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

Chairman Smith reconvened the meeting at this time.

COMMISSIONER HORGAN MADE A MOTION TO AUTHORIZE THE CHAIRMAN TO EXECUTE AN EXECUTIVE SESSION AFFIDAVIT AFFIRMING THAT MATTERS OF REAL ESTATE ACQUISITION, LITIGATION AND PERSONNEL WERE DISCUSSED IN EXECUTIVE SESSION. COMMISSIONER HEARN SECONDED THE MOTION. THE MOTION CARRIED 4-0 WITH COMMISSIONER FRADY BEING ABSENT.

ADJOURNMENT: Hearing no further business to come before the Board, Chairman Smith adjourned the meeting at 8:38 p.m.

Karen Morley, Chief Deputy Clerk

REQUEST FOR DE-ANNEXATION
CITY OF PEACHTREE CITY, GEORGIA

A request is hereby being made to de-annex the following described property:

See attached legal description.

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

To provide uninterrupted connection between the
remaining unincorporated parcels between PTC & Tyne
city/town limits.

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

Owner: Brent West Village LLC
Agent: Mark Forsling, Schneider Wheeler & Flint
Address: 1105 Peachtree St NE Suite 800
Atlanta 30309
Phone: 404-681-3450 Date: 9-29-09

.....
To be completed by the City of Peachtree City

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

Signature: David E. Rant Signature: Patricia P. DeFries

Title: City Planner Title: Deputy City Clerk

Date of Acceptance: 9-18-09 Request Number: 2009-15

Public Hearing - Planning Commission: 10-12-09

Public Hearing - City Council: 11-05-09

BRENT WEST VILLAGE, LLC
270 N. Jeff Davis Drive
FAYETTEVILLE, GEORGIA 30214

September 18, 2009

City of Peachtree City
Attn: Mr. David E. Rast, ASLA
Interim Community Development Director
City Planner & Zoning Administrator
153 Willowbend Road
Peachtree City, Georgia 30269

Re: Brent West Village, LLC

Dear Mr. Rast:

Brent West Village, LLC is the owner of a +/- 403 acre tract of property which was annexed by the City of Peachtree City on May 3, 2007.

Brent West Village, LLC hereby applies pursuant to O.C.G.A. § 36-36-22 to have a +/- 1.17 acre portion of the aforesaid tract deannexed. A legal description of the portion to be deannexed is attached to this letter.

Favorable action on this request will be greatly appreciated.

Sincerely,



Brent West Village, LLC

By: Robert F. Rolader

Title: Managing Member

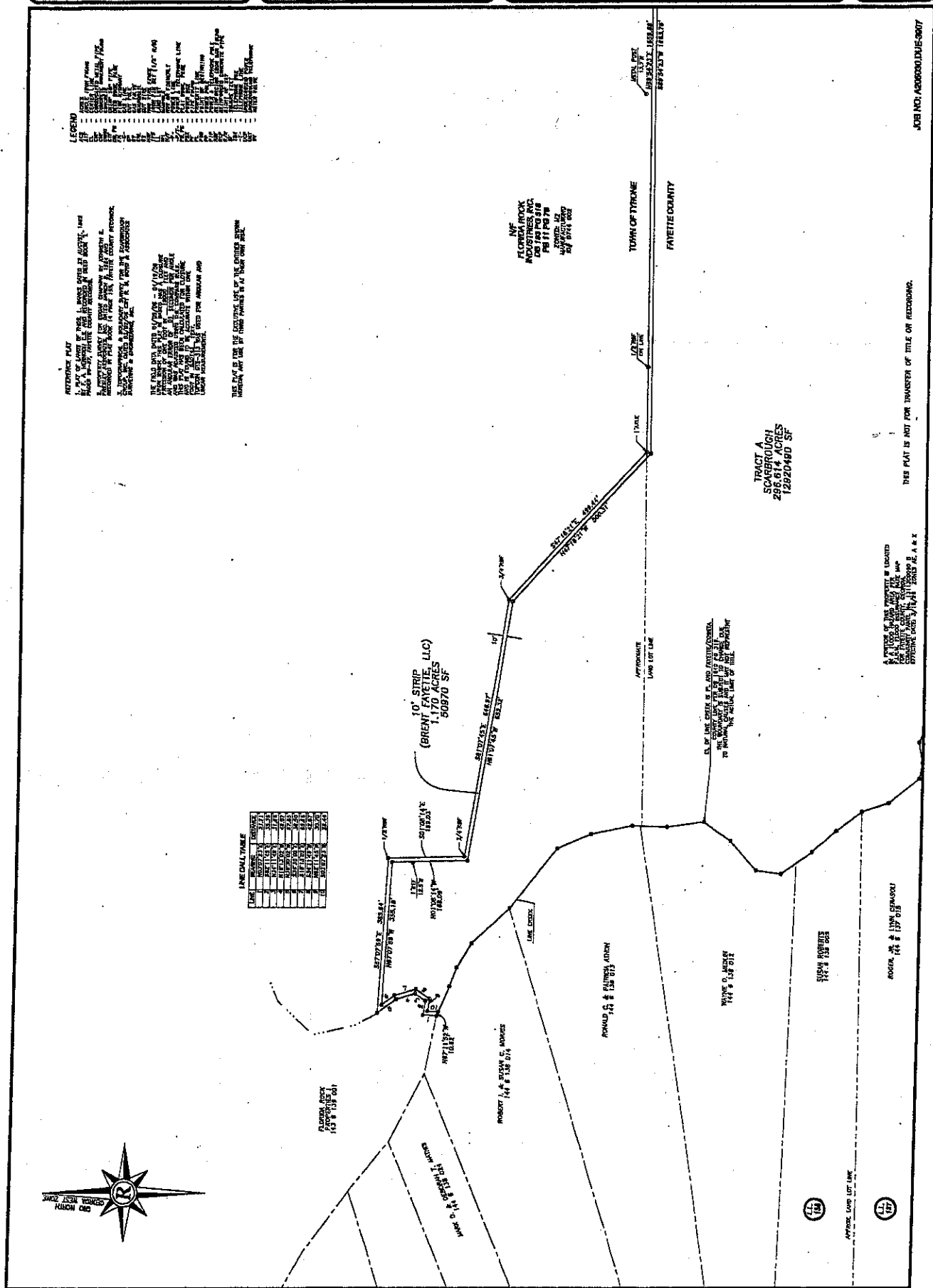
West Village
Peachtree City, GA
10' Deannexation Strip

All that tract or parcel of land lying and being in Land Lots 166, 167, 182, 183 & 184 of the 7th District, Fayette County, Georgia containing 1.170 acres according to a plat of survey prepared by Rochester and Associates and certified by William L. Suttles, GA RLS 3137, dated 04/02/06 and last updated 05/20/09, titled WEST VILLAGE, and being more particularly described as follows:

BEGINNING at a concrete monument found at the Land Lot corner common to Land Lots 167, 168, 182 & 183; thence proceeding South 00°05'24" West south along the common land lot line for Land Lot 167 and Land Lot 183 for a distance of 10.00 feet to the TRUE POINT OF BEGINNING; thence S 89°43'36" E, a distance of 439.79 feet to a point; thence S 89°45'09" E, a distance of 1086.32 feet to a point; thence N01°00'58"W for a distance of 10' to a iron pin set; thence N 89°45'09"W for a distance of 1086.10' to a ½" rebar found; thence N89°43'36"W for a distance of 439.82' to a 3" x 3" concrete monument found; thence S89°54'23"W for a distance of 1659.88' to a 1" axle; thence N47°18'21"W for a distance of 499.44' to a ¾" rebar found; thence N81°07'45" W for a distance of 646.97' to a ¾" rebar found; thence N01°08'14"W for a distance of 189.03' to a ½" rebar found; thence N87°07'59"W for a distance of 385.64' to a point; thence S36°30'02" E for a distance of 57.85' to a point; thence S 16°13' 02"E for a distance of 49.07' to a point; thence; S34° 11' 49"W for a distance of 31.66' to a point; thence North 82°11'45"W for a distance of 35.36' to a point; thence S 03°07'23"W for a distance of 33.71' to a point; thence S67°11'52"E for a distance of 10.62' to a point; thence N03°07'23"E for a distance of 26.44' to a point; thence S82°11'45E for a distance of 30.70' to a point; thence N34°11'49"E for a distance of 42.57' to a point; thence N 16°13'02"W for a distance of 55.56' to a point; thence N36°30'02"W for a distance of 38.50' to a point; thence S87°07'59"E for a distance of 355.18' to a point; thence S 01°08'14"E for a distance of 188.09' to a point; thence S81°07'45"E for a distance of 652.32' to a point; thence S47°18'21"E for a distance of 500.31' to a point; thence N89°54'23"E for a distance of 1663.76' to a point being the TRUE POINT OF BEGINNING.

Said tract contains 1.170 acres or 50970 square feet of land.

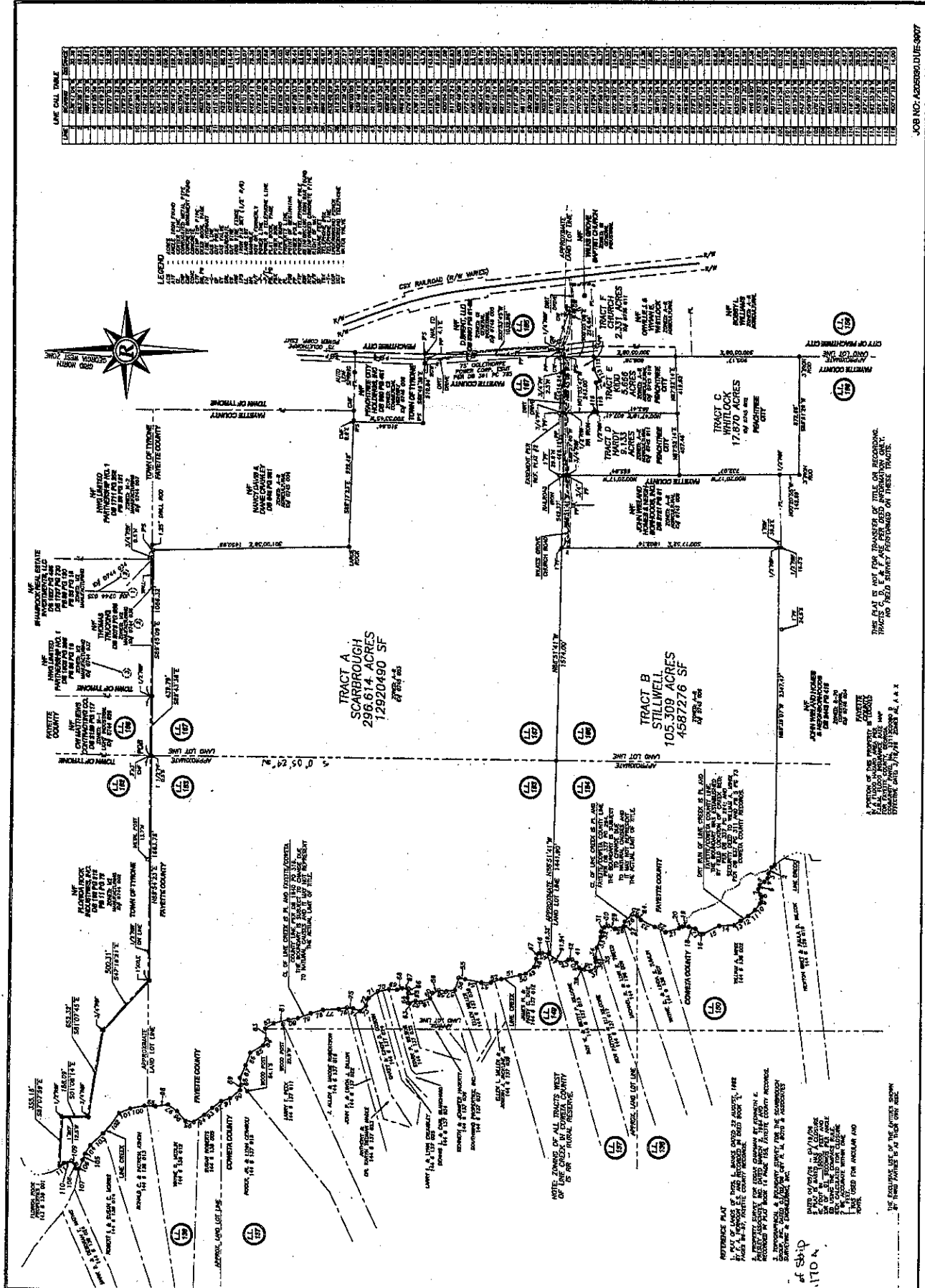
9-17-09





A PORTION OF THIS PROPERTY IS LOCATED
IN A FLOOD HAZARD AREA PER
FEMA FLOOD INSURANCE RATE MAP
FOR FANNETT COUNTY, GEORGIA.
COMMUNITY PANEL NO. 13130008 D
EFFECTIVE DATE 3/16/98 ZONES AE, A & X

JOB NO: A206000.DUE-99J7



Area of Ship
1.1704

1.170

**AN ORDINANCE TO AMEND APPENDIX C. ANNEXATIONS,
OF THE PEACHTREE CITY CODE OF ORDINANCES, AS AMENDED
ADDRESSING THE DE-ANNEXATION OF A 1.17-ACRE TRACT OF LAND ALONG
THE NORTHERN BOUNDARY OF PEACHTREE CITY WITHIN WILKSMOOR
VILLAGE, AND FOR OTHER PURPOSES**

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED by the City Council of the City of Peachtree City that:

Section 1. Appendix C. Annexations of the Peachtree City Code of Ordinances, as amended, be further amended by adding a new Section 108 as follows:

Sec. 108. De-annexation of the Brent West Village, LLC tract (1.17 acres).

Pursuant to O.C.G.A. § 36-36-22 and a vote of our City Council, all of the following described property, known to us as a portion of the Brent West Village, LLC tract, shall be de-annexed from the city limits of Peachtree City and annexed into unincorporated Fayette County:

All that tract or parcel of land lying and being in Land Lots 166, 167, 182, 183 & 184 of the 7th District, Fayette County, Georgia containing 1.170 acres according to a plat of survey prepared by Rochester and Associates and certified by William L. Suttles, GA RLS 3137, dated 04/02/06 and last updated 05/20/09, titled WEST VILLAGE, and being more particularly described as follows:

BEGINNING at a concrete monument found at the Land Lot corner common to Land Lots 167, 168, 182 & 183; thence proceeding South 00°05'24" West south along the common land lot line for Land Lot 167 and Land Lot 183 for a distance of 10.00 feet to the TRUE POINT OF BEGINNING; thence S 89°43'36" E, a distance of 439.79 feet to a point; thence S 89°45'09" E, a distance of 1086.32 feet to a point; thence N01°00'58"W for a distance of 10' to a iron pin set; thence N 89°45'09"W for a distance of 1086.10' to a ½" rebar found; thence N89°43'36"W for a distance of 439.82' to a 3" x 3" concrete monument found; thence S89°54'23"W for a distance of 1659.88' to a 1" axle; thence N47°18'21"W for a distance of 499.44' to a ¾" rebar found; thence N81°07'45" W for a distance of 646.97' to a ¾" rebar found; thence N01°08'14"W for a distance of 189.03' to a ½" rebar found; thence N87°07'59"W for a distance of 385.64' to a point; thence S36°30'02" E for a distance of 57.85' to a point; thence S 16°13' 02"E for a distance of 49.07' to a point; thence; S34° 11' 49"W for a distance of 31.66' to a point; thence North 82°11'45"W for a distance of 35.36' to a point; thence S 03°07'23"W for a distance of 33.71' to a point; thence S67°11'52"E for a distance of 10.62' to a point; thence N03°07'23"E for a distance of 26.44' to a point; thence S82°11'45E for a distance of 30.70' to a point; thence N34°11'49"E for a distance of 42.57' to a point; thence N 16°13'02"W for a distance of 55.56' to a point; thence N36°30'02"W for a distance of 38.50' to a point; thence S87°07'59"E for a distance of 355.18' to a point; thence S 01°08'14"E for a distance of 188.09' to a point; thence S81°07'45"E for a distance of

652.32' to a point; thence S47°18'21"E for a distance of 500.31' to a point; thence N89°54'23"E for a distance of 1663.76' to a point being the TRUE POINT OF BEGINNING.

Said tract contains 1.170 acres or 50,970 square feet of land.

The above tract is attached as Exhibit "A".

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

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

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council. The effective date of said de-annexation shall be as set forth in O.C.G.A. §§ 36-36-2 and 36-36-22.

Done, Ratified, and Passed this _____ day of _____ 2009.

Harold K. Logsdon, Mayor

Attest:

City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *NV per BSM*
City Clerk *B*

FROM: Interim Community Development Director *David*

DATE: October 29, 2009

SUBJECT: Consider request from Brent West Village, LLC to reaffirm annexation of a 403.093-acre tract of land within Wilksmoor Village
November 5, 2009 City Council Agenda

Recommendation:

Table indefinitely the request from Brent West Village, LLC to reaffirm the annexation of a 403.093-acre tract of land within Wilksmoor Village. This action was requested by the Applicant.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *NV for BOM*
City Clerk *[Signature]*

FROM: Interim Community Development Director *David*

DATE: October 29, 2009

SUBJECT: Consider request from Brent West Village, LLC to reaffirm the LUR-14 zoning designation for a 403.093-acre tract of land within Wilksmoor Village November 5, 2009 City Council Agenda

Recommendation:

Table indefinitely the request from Brent West Village, LLC to reaffirm the LUR-14 zoning designation for a 403.093-acre tract of land within Wilksmoor Village. This action was requested by the Applicant.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *nv for BSM*
City Clerk *[Signature]*

FROM: Interim Community Development Director *David*

DATE: October 29, 2009

SUBJECT: Consider request from John Wieland Homes and Neighborhoods to reaffirm annexation of a 379.594-acre tract of land within Wilksmoor Village.
November 5, 2009 City Council Agenda

Recommendation:

Table indefinitely the request from John Wieland Homes and Neighborhoods to reaffirm the annexation of a 379.594-acre tract of land within Wilksmoor Village. This action was requested by the Applicant.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *RV for BJM*
City Clerk *[Signature]*

FROM: Interim Community Development Director *David*

DATE: October 29, 2009

SUBJECT: Consider request from John Wieland Homes and Neighborhoods to reaffirm the LUR-15 zoning designation for a 379.594-acre tract of land within Wilksmoor Village
November 5, 2009 City Council Agenda

Recommendation:

Table indefinitely the request from John Wieland Homes and Neighborhoods to reaffirm the LUR-15 zoning of a 379.594-acre tract of land within Wilksmoor Village. This item was requested by the Applicant.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Bernard McMullen, City Manager *hw* *for BSM*
Paul Salvatore, Financial Services Director *PS*
Janet Camburn, Assistant Financial Services Director *J*
Angela Egan, Purchasing Agent *ARE*

FROM: Scott Hicks, Acting Public Services Director *SH*

DATE: October 30, 2009

SUBJECT: Street Resurfacing
November 5, 2009 City Council Meeting

Recommendation: Staff recommends contracting for street resurfacing services with C.W. Matthews, Inc., for the bid price of \$481,335.69

Discussion: The City advertised for bids for Comprehensive Street resurfacing (milling, paving, and striping) project on September 10, 2009. Five bids were received. C.W. Matthews bid was \$481,335.69, which was the lowest bid for the SPLOST and LARP Street Resurfacing Project FY2010.

C.W. Matthews	\$481,335.69
Butch Thomson Ent	\$533,732.68
Atl. Pav & Con Const.	\$563,613.23
Piedmont Paving	\$584,185.20
E.R. Snell	\$763,848.35

Budget Impact: There are sufficient funds available in the SPLOST fund to cover the cost of this contract.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *for BSM*
City Clerk *[Signature]*

FROM: Interim Community Development Director *David*

DATE: October 29, 2009

SUBJECT: Consider request to increase height of fences permitted within residential front yard setbacks
November 5, 2009 City Council Agenda

Request for feedback:

City Staff is in receipt of a letter from a resident requesting that we increase the height of fences permitted within residential front yard setback areas. Section 18-341(e) within the fence ordinance, which is applicable to all parcels zoned for residential use, states:

“No fence in excess of four feet in height shall be installed within the required setback area that adjoins a street right-of-way. In addition, no fence in excess of four feet in height shall be installed within a residential front yard.”

Prior to utilizing Staff resources to research this request and provide a recommendation to City Council, we are requesting input as to whether or not this is something that might be considered.

Budget impact:

There are no budget impacts associated with this request.

Attachments

October 12, 2009

214 Smokerise Trace

Peachtree City, Georgia 30269

COPY

Mayor Harold Logsdon

City Council of Peachtree City

City Hall

151 Willowbend Road

Peachtree City, Georgia 30269

Dear Mayor and Council:

I attended the 'Meet the Candidates' Forum at the Wyndam last Tuesday night. Every candidate without exception stated that Public Safety was of number one importance in their platform's order of priority.

In light of this strong emphasis on safety, I would like to make a formal request of you, Mayor, and the City Council, to re-visit what I consider to be an outdated ordinance regarding the four foot limit on gates and fences in one's front yard.

There is not a week that goes by that I do not pick up The Citizen and there is a report of a home invasion or home burglary somewhere in the county. In my neighborhood of Smokerise, there have been two burglaries in the past six months. One was just four doors down from me.

Peachtree City is just not the same almost crime free city it was when I moved here in 1974.

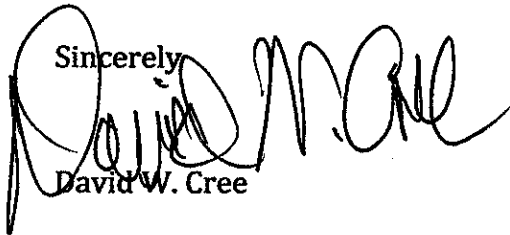
It is time for a more realistic height of at least SIX FEET on fences and

RECEIVED OCT 14 2009

gates installed in our front yards. Four feet is more for decorative purposes. It does not intimidate nor discourage a would be burglar. Also, the setbacks for these fences and gates need to be allowed at the actual property line, so that NO ONE can enter or drive down our driveways to burglarize or vandalize our homes.

One can simply drive to the Atlanta suburbs to observe 6, 8 even 10 foot fences and gates surrounding and protecting many homes providing safety and peace of mind for their owners .

As wonderful as our Police Department is, they cannot be everywhere at all times. Now, therefore, is the time to update and amend our fence ordinance for the front yards to a more realistic height of six feet---same as for the back yards. I believe common sense and our safety demands such a change.

Sincerely,

David W. Cree

Sec. 18-341. Residential standards.

- (a) The standards in this section shall apply to all fences in the following zoning districts: R-1, R-10, R-12, R-15, R-22, R-43, ER, GR, VR, UR, AR and OS.
- (b) No fence or portion of a fence shall exceed eight feet in height; however, if a property owner wishes to install a tennis court or some other similar special-purpose facility, a fence not to exceed ten feet in height may be erected on the condition the site plan for the special purpose facility is first approved in accordance with the site plan review process in the land development ordinance, appendix B to this Code.
- (c) Unless further restricted by this article, no fence within a required side or rear setback area shall exceed six feet in height; however, if due to variations in topography or if the fence contains decorative features such as newels, finials or scallops, it may exceed six feet in height, but in no case shall it exceed seven feet in height.
- (d) No fence comprised of metal parts shall be installed in a residential area unless all exposed metal parts are vinyl-coated or painted a standard dark brown, dark green or black color to blend into the natural surroundings.
- (e) No fence in excess of four feet in height shall be installed within the required setback area that adjoins a street right-of-way. In addition, no fence in excess of four feet in height shall be installed within a residential front yard.
- (f) No fence installed in a residential front yard shall be constructed of any material that restricts the view through such fence by more than 50 percent of the total barrier as viewed from the street.
- (g) Except as provided in subsection (h), no fence which is constructed of wire, including chainlink fencing, shall be installed between the principal structure on a residential zoning lot and any adjoining street right-of-way.
- (h) Except in ER estate residential, and AR agricultural zoning districts, no fence permitted in subsection (h) shall be installed in a residential front yard.

(Ord. No. 894, § 1, 12-7-2006)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager *NV for BOM*

FROM: Interim Community Development Director *David*

DATE: October 29, 2009

SUBJECT: Consider request from T-Mobile to lease city property to construct telecommunication towers and associated infrastructure
November 5, 2009 City Council Agenda

Several months ago, representatives from T-Mobile approached the city requesting the use of city property to construct new telecommunication towers and associated tower facilities. The city currently leases property at City Hall and at the Recycling Center to American Tower for two of their towers. The owner of the tower pays a ground lease to the city on an annual basis, as does each carrier that co-locates on the tower.

The city's Telecommunications Ordinance restricts new towers to property zoned AR Agricultural Reserve, OS Open Space, LI Light Industrial, and GI General Industrial. In addition, the ordinance prohibits towers within 200 feet of a residential property line, or a distance equal to the height of the tower and its antennas, whichever is the greater distance from the residential property line; within 200 feet of a public street right-of-way line; and within 50 feet of a nonresidential property line. The ordinance also requires that new carriers co-locate on existing towers wherever possible as opposed to building new towers for a single carrier.

The intent of these regulations is to identify specific areas where new towers could be located and to establish setbacks to prevent towers from impacting adjoining property.

T-Mobile has determined there are at least four, and possibly more areas where new towers are needed to provide coverage for their current customers. Should the towers be constructed, additional carriers would then be able to co-locate on these towers which would expand the coverage for those carriers as well.

Representatives from T-Mobile provided coordinates and "search rings" for several new towers, which were examined by City Staff to determine if there was any property within those areas that met the zoning and setback requirements identified within the ordinance.

Based on this research, the following sites have been established as potential locations for new towers:

Consider request from T-Mobile

October 29, 2009

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Log House/ Braelinn Park
Lake Kedron Marina
Blue Smoke Park
Shakerag

Property within or adjacent to each of these areas is owned by the city. Should a tower and associated tower facilities be located within these areas, they would be required to comply with the established zoning and setback criteria.

Staff and representatives from T-Mobile presented this proposal to the Recreation Commission at their October 19th meeting, where each location was endorsed as a potential site for a new tower. The purpose of bringing this proposal to City Council at this time is to request input as to whether or not there are any concerns with this proposal or locating towers within these areas. We would then relay these concerns to T-Mobile, as the next step in the process would be for detailed surveying and engineering studies of each location.

Should City Council authorize us to move forward, the next step would be for City Staff to work with T-Mobile to identify specific locations within each search area and take these locations to the Recreation Commission for approval. Following this exercise, the site plans for each tower location would be reviewed and approved by the Planning Commission, and the actual lease would be brought to City Council for approval.

City Council of Peachtree City
REVISED AGENDA
November 5, 2009
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation for National Native American Month
 - Proclamation for Family Month
 - Proclamation for Key Club Week
 - Proclamation for Find It in Fayette
 - Presentation of Trophy for Youth Council vs. PCPD Trivia Night
 - Promotion of Sgt. Matt Myers to Lieutenant
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - October 15, 2009, Regular Meeting Minutes
- VII. Monthly Reports
- VIII. Consent Agenda
 - 1. Consider Agreement with Griffin Tech for Use of City Facility for English as a Second Language (ESL) and General Education Diploma (GED) Classes
 - 2. Consider Request to Surplus Goods
- IX. Old Agenda Items
 - 10-09-CA4 Consider Bid for City Hall Underpinning
- X. New Agenda Items
 - 11-09-01 Public Hearing – Reaffirm Multi-family Moratorium
 - 11-09-02 Public Hearing – Consider De-annexation of 10-foot Strip, Brent West Village
 - 11-09-03 Public Hearing – Consider Reaffirmation of Annexation, Brent West Village
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-04 Public Hearing – Consider Reaffirmation of Zoning (LUR-14), Brent West Village
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-05 Public Hearing – Consider Reaffirmation of Annexation, John Wieland
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-06 Public Hearing – Consider Reaffirmation of Zoning (LUR-15), John Wieland
(At the request of the Applicant, this item will be continued until further notice)
 - 11-09-07 Consider Bid for Street Resurfacing
 - 11-09-08 Consider Request to Explore Possibility of Increasing Maximum Height of Fences within Front Yard Building Setback
 - 11-09-09 Consider Request from T-Mobile to Lease City Property to Construct Telecommunication Towers and Associated Infrastructure
 - 11-09-10 Citizen Request to Address Council Concerning Amending Animal Ordinance to Address Pit Bulls
- XI. Council/Staff Topics
- XII. Executive Session

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

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: Bernard McMullen, City Manager *for BSM*
Paul Salvatore, Financial Services Director *P.S.*
Janet Camburn, Assistant Financial Services Director *JC*

FROM: Angela Egan, Purchasing Agent *ae*
Scott Hicks, Acting Public Services Director *SH*

DATE: October 28, 2009

SUBJECT: Request to Surplus Goods
Council Meeting: November 5, 2009

Recommendation. Staff recommends Council declare surplus the attached lists.

Discussion. Public Works staff noticed other Georgia agencies successfully selling used tires on Govdeals.com. Public Works submitted the attached list of tires for surplus.

Many of the used tires on this list are punctured tires off pursuit vehicles. While many are repairable, punctured tires cannot be repaired and reused on pursuit vehicles. Nor does the City have non-pursuit vehicles to use these particular tires on. Obviously the tire with the description "turf tire" is not from a pursuit vehicle. This is from the PD's Rhino; PD needed off road tires and the City has no other vehicle to use these on. Some tires came off trucks used by the Stormwater crew when tires with better traction were required. Again, the City has no other vehicles to use these used tires on. The only tires on this list are tires that cannot be used on any existing vehicles.

The City Attorney has advised staff to add a disclaimer to the auctions and require the buyer to sign, acknowledging receipt of the disclaimer.

In addition, Public Works has a box of miscellaneous spare parts to be surplus.

All items, not retained by another department, per requirements of City Administrative Regulation (CAR) 7-1, Section V, Number A (3), City Staff must submit to City Council, for approval, a consolidated list of surplus property. Once approved by City Council, approved items will be disposed of. Staff will research the most economical method of disposal for the City of the above items— in this case, via Govdeals.com, an online auction. City Manager will give final approval for disposal.

Budget Impact. There is no specific amount of revenue in the budget related to the sale of these goods. Any monies received from the sale of items at public auction would be placed into the City's general fund. Furthermore, the City will realize a cost savings as the City will no longer pay a nominal amount to have the tires removed from the Public Works' yard.

Attachment

<u>LOT</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>SIZE</u>
1	2	Deestone turf tires	20 x 10 - 10
	7	Goodyear RSA +	P225 60 R 16
2	4	Michelin LTX M/S	LT225 75 R 16
	4	Mastercraft Courser HTR	LT265 75 R 16
	4	Michelin Cross Terrain	P235 70 R 16
	1	Goodyear Wrangler Silent Armor	LT265 75 R 16
3	5	Goodyear RSA	P235 55 R 17
	4	Continental Contitrac	LT245 75 R 17
4	4	Mastercraft Courser HTR	LT265 70 R 17
	4	Goodyear Wrangler Silent Armor	P265 70 R 17
	4	Pirelli Pzero Nero	P235 55 ZR 17

Tires ready for Auction as of 10/16/2009
Josh Doughty

Angela here is the info for the misc. mower parts for Govdeals. These are new parts that were stocked for the equipment that we surplused earlier this year and we have nothing left that they will fit.

Thanks, Josh

2 BIG BOXES OF MISCELANEOUS MOWER BLADES (50 OR MORE)

BELTS

ALAMO FLAIL PARTS

ALAMO BATWING BLADES

BEARINGS

FLANGES

SOME OF THE BRAND PARTS ARE AS FOLLOWS:

ALAMO

HUSQUARVARNA WALK BEHIND AND PUSH MOWER

JOHN DEERE WALK BEHIND

RANSOME BOBCAT AERO TURN

SCAG WALK BEHIND

TORO WALK BEHIND

11-09-10

Nikki Vrana

-----Original Message-----

From: Dan Brown [<mailto:DanBrown60@comcast.net>]

Sent: Monday, November 02, 2009 10:29 AM

To: Nikki Vrana

Subject: RE: pit Bull's

I would like to request to be added to the November 5th City Council meeting to discuss proposing a change / creation of an animal ordinance to address pit bulls Sincerely, Dan Brown