

City Council of Peachtree City
Agenda
October 15, 2009
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
 - Proclamation for Fayette County Retired Educators
 - Recognition/Award to Teen CERT Member Scott Dawkins for Lifesaving Action
 - Recognize Supervisor of the Quarter – Angela Egan
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
 - October 1, 2009, Regular Meeting Minutes
- VII. 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
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 10-09-05 Public Hearing – Consider Variance to Rear Setback, 142 Long Leaf
 - 10-09-06 Consider GATEway Grant Program for SR 74S Landscaping Phase II
 - 10-09-07 Consider Equipment Lease Agreement
 - 10-09-08 Consider RFP for Banking Services
 - 10-09-09 Consider Award of Construction Contract for CSX RR/SR 54 Multi-use Path Connections
 - 10-09-10 Consider Request to Extend Sewer from City Limits to 1992 SR 54 in Unincorporated Fayette County
 - 10-09-11 Consider Bid for SR 54 East Landscape Enhancements Phase 4
- X. 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 1, 2009
7:00 p.m.

Mayor Logsdon called the meeting to order at 7:00 p.m. Council Members present: Steve Boone, Cyndi Plunkett, and Doug Sturbaum.

Announcements, Awards and Special Recognition

Mayor Logsdon proclaimed October as "Afterschool Month," reading a proclamation in support of after school programs. Representatives from Braelinn, Peachtree City, and Kedron Elementary Afterschool Programs attended. Students Brianna Basara from Braelinn Elementary and Victor Kama from Kedron Elementary shared what they liked about the program. Doctor Vince Obsitnik of Animal Medical Clinic presented a bulletproof vest from his staff to Police K-9 officer, Maik, who was with handler Corporal Andy Johnson. Al Yougel, executive director of Keep Peachtree City Beautiful (KPTCB), introduced Kara Lewis of the COMCAST Foundation, who presented a \$1,080 grant to the Fayette County Earth Day Committee. Bill Holland, vice-chair of the Environmental Institute of Georgia, noted that the grant would be used for t-shirts that would be worn by local river clean-up teams. He presented Booth Middle School eighth-grader Daniel Batchelor, winner of the t-shirt design contest held on Earth Day 2009, with a framed copy of his artwork and a t-shirt. Rawls Whittlesey, chairman of the 2010 Earth Day, announced that Tyrone would host the 2010 event.

Public Comment

There were none.

Agenda Changes

There were no changes to the agenda.

Minutes

Boone moved to approve the September 17, 2009, regular meeting minutes as amended. Sturbaum seconded. The motion carried unanimously.

Monthly Reports

There were no comments on the Monthly Reports.

Consent Agenda

1. Consider Water Rescue MOU with Fayette County
2. Consider Ratification of Notice of Termination of Agreement with Ticketmaster
3. Consider Evidence/Property Purge

Plunkett moved to remove Consent Agenda item #2 for separate consideration. Sturbaum seconded. The motion carried unanimously.

Sturbaum moved to approve Consent Agenda items #1 and #3. Boone seconded. The motion carried unanimously.

Plunkett moved, assuming there was a binding agreement with Ticketmaster, that the City vote to terminate the agreement. Sturbaum seconded. The motion carried unanimously.

Old Agenda Items

There were no Old Agenda Items.

New Agenda Items

10-09-01 Update on Lazars and Lightning Merger

Garrett Williams, president of the Peachtree City Youth Soccer Association and a board member of the AFC Lightning, and Jason Thompson, former president of the AFC Lightning Board and president of the AFC Board of Directors, addressed Council on the merger of the select teams. Williams said that with the synergy of talent, kids, resources, and finances, a better service would be provided by combining the City's (Peachtree City Lazars) and the County's (AFC Lightning) select organizations. The decision to merge the select programs was unanimous among the groups involved (all the staff, all the coaches, Peachtree City Youth Soccer Association, Fayette County Youth Soccer Association, Peachtree City Recreation Department, and Fayette County Recreation Department). The Notice of Intent was published in April. Williams pointed out that neither the City's nor the County's recreation soccer programs would change. Only the select organizations had merged.

Williams continued that the advantages to the merger included more coaches for the select program and the ability to build better teams and attract additional players. The select program now had 600 players in addition to the regular recreation programs offered by the City and County. In the future, academy teams would be formed. The websites would be combined in a few weeks to create a more powerful tool to draw tournaments. Currently, they were wearing the same uniforms as last year with the addition of an AFC patch. They were operating under new bylaws and a combined budget.

Thompson noted that soccer was big deal in Fayette County. Some of the best players in the world had come through Fayette County. Players in the newly-combined program would travel all over the United States, with the opportunity to be picked up to play on national teams, which went to the World Cup. Seniors from McIntosh and Whitewater High Schools on one of the top teams had all earned either full or partial scholarships covering a majority of their expenses to Division 1 schools next year. Thompson added that they appreciated the help from the City and County recreation departments.

Williams added that the new organization had been able to commit over \$40,000 for scholarships to the select program. Being able to combine the two programs made a difference to the families who could not otherwise afford for their children to play on the teams during the tough economic times.

Sturbaum noted that Carly Banks, a starting freshman on Louisiana State University's team, had come through the select program and had been named the SEC Player of the Week.

10-09-02 Consider Position Reclassification – HR Manager

Plunkett moved to approve the reclassification of the human resources manager to human resources administrator. Boone seconded. The motion carried unanimously.

10-09-03 Consider Amendment to Canongate Lease Agreement for the Tennis Center

Financial Services Director Paul Salvatore said staff recommended that Council approve the amendment to the lease agreement and authorize the Mayor to sign it. Sequoia had taken over management of the Tennis Center in June and there were some improvements they wanted to make to the facility at Canongate's expense. They hoped to be able to complete the improvements before a tournament scheduled in November, including work on the restaurant area, pro shop, locker rooms, and signage.

Sturbaum moved to approve the amendment to the Canongate lease agreement for the Tennis Center and authorize the Mayor to sign. Boone seconded. The motion carried unanimously.

10-09-04 Consider DOT Agreement, CSX RR/SR 54 Multi-use Path Connections

Logsdon noted there was an additional item on the dais – the memo from staff concerning the agreement.

Sturbaum moved to approve the agreement with the Department of Transportation for the CSX railroad/SR 54 multi-use path connections in the amount of \$457,490 and to authorize the Mayor to sign. Plunkett seconded. The motion carried unanimously.

City Manager Bernard McMullen said the project was in the home stretch. Staff would bring award of the contract to the contractor to the October 15 meeting. Council consensus was to hold a special called meeting prior to October 15 if necessary.

Council/Staff Topics

There were none.

There being no further business to discuss, Boone moved to adjourn the meeting. Sturbaum seconded. The motion carried unanimously. The meeting adjourned at 7:35 p.m.

Pamela Dufresne, Deputy City Clerk

Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Deputy City Clerk

DATE: October 6, 2009

SUBJECT: Alcohol License – NEW – Athena's Pizzeria & Greek Cuisine
October 15, 2009, Regular Meeting

Recommendation:

Staff recommends Council consider the attached application for a new alcohol license.

Discussion:

Athena's Pizzeria and Greek Cuisine, Inc., 2731 Highway 54 West, has submitted a request for a new alcohol license. Mr. Lucas Patelles, Jr., has requested he be appointed as the Licensee and as the License Representative. Mr. Patelles will attend the meeting on Thursday, October 15, to answer any questions you may have.

Budgetary Impact:

The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the sale of beer and wine, which is \$1,350, and, if they choose to serve on Sunday, they will pay an additional \$500 annually.

Attachments

State of Georgia

City of Peachtree City:

I, H. C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Lucas Patelles Jr.

155 Millstone Drive Fayetteville, GA 30215

Address

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


Signature

9/25/09
Date


Witness

Application For Alcoholic Beverage License

Business Name: <i>Thomas Pizzeria and Greek Cuisine, Inc.</i>	Business Location: <i>2231 Hwy 54 West Peachtree City, GA 30269</i>	
Nature of Business: <i>Pizza Restaurant</i>	Mailing Address: <i>2231 Hwy 54 W Peachtree City, GA 30269</i>	Business Phone Number: <i>404-538-4023</i>
Name of Licensee: <i>Lucas Petalios</i>	Home Address: <i>155 Millstone Dr. Fayetteville, GA 30215</i>	Home Phone Number: <i>770-460-9666</i>
Name of License Representative: <i>Lucas Petalios</i>	Home Address: <i>155 Millstone Dr. Fayetteville, GA 30215</i>	Home Phone Number: <i>770-460-9666</i>

Please indicate type of licenses applying for:

Retail Consumption Dealer	Retail Package Dealer	Wholesale Dealer
☒ Malt Beverage	☐ Malt Beverage	☐ Malt Beverage
☒ Wine	☐ Wine	☐ Wine
☐ Distilled Spirits	☐ Distilled Spirits	☐ Distilled Spirits

Please complete information below (use separate sheet if necessary):

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
1) <i>Lucas Petalios Jr.</i>	<i>155 Millstone Dr. Fayetteville, GA 30215</i>	<i>770-460-9666</i>
2) <i>Elias Petalios</i>	<i>551 Villa St. Norcross, GA</i>	<i>770-357-2662 / 770-357-2611</i>
3) <i>Constantine Petalios</i>	<i>155 Millstone Dr. Fayetteville, GA 30215</i>	<i>770-460-9666</i>
		<i>404-538-4023</i>

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES ☒ NO

If YES, Please Provide Name of Employee: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Interim Community Development Director 

FROM: Stormwater Manager 

DATE: September 28, 2009

SUBJECT: Authorization for Rivers Alive Cleanup Boat Usage
October 15, 2009 City Council Meeting

Recommendation:

Staff recommends that City Council approve the use of boats on Lake Peachtree by non Peachtree City residents for the Rivers Alive clean up on November 7, 2009.

Discussion:

On November 7, 2009, there will be a Rivers Alive clean up in the area around Lake Peachtree. Generally at this event participants like to use boats to clean up the shore line of the lake. However, City ordinance would preclude any non Peachtree City participant from using their boats as Lake Peachtree usage is for City residents only. This allowance would be for clean up of the Lake only and not for recreational use. Therefore Staff recommends that Council approve permission for this cleanup event.

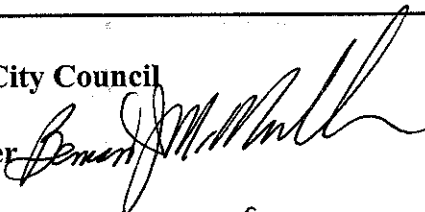
Budget Impact:

There is no budget impact for this approval.

cc: File

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director *q.s.*
DATE: October 7, 2009
SUBJECT: Lease of city vehicle to KPTCB

October 15, 2009 City Council Meeting

Recommendation:

Approve the attached vehicle lease between the city and Keep Peachtree City Beautiful (KPTCB).

Discussion:

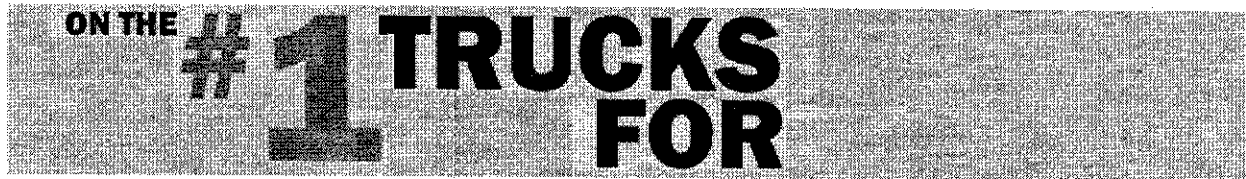
In order to carry out the business of KPTCB, the organization's founder, Al Yougel, has expressed the need for a pickup truck. The city currently owns a 1997 Ford F-150 pickup truck, valued at \$850, which is considered surplus and would be suitable for this purpose. However, state law requires that bids be obtained for the sale of such municipal property because it is valued over \$500. Therefore, staff proposes that the vehicle be leased to KPTCB for \$20 per month and that we periodically review the value of the vehicle. When the value drops below \$500, the vehicle can be sold to the organization at market value. Upon execution of the lease agreement, KPTCB will also be responsible for insuring and maintaining the vehicle.

Budgetary Impact:

The lease will generate \$20 per month in rental income, based on a 4-year amortization at approximately 6.25% per year. The city will also save any maintenance costs associated with the leased vehicle.

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VEHICLE LEASE

This vehicle lease ("Lease") is made this the _____ day of _____ 2009 between the City of Peachtree City, Georgia (hereafter referred to as "Lessor"), and Keep Peachtree City Beautiful, Inc. ("Lessee"). Lessor and Lessee hereby agree as follows:

1. Lessor hereby leases to the Lessee, for an initial term of two and one half months the following described vehicle: (Make, Model, Year, VIN). The term and rent shall commence on the 16th day of October, 2009, and end on the 31st day of December, 2009. The term of this Lease shall be extended for an additional term of 12 months pursuant to the terms of this Lease, including this paragraph for renewal, unless either Lessor or Lessee, at least 60 days before the end of the term of this Lease, gives written notice to the other of intention to terminate this Lease on expiration of the term provided for in this agreement.
2. Lessee will acquire license plates registered in its name under the laws of the State of Georgia.
3. Lessee will maintain, or cause to be maintained, the vehicle in good working condition. Nothing in this agreement shall require Lessor to provide or pay for, or cause to be provided or paid for, any gasoline, oil, antifreeze, washing or storage for the vehicle.
4. Lessee shall be responsible for the cost of any inspection(s) of the vehicle as required by laws of the State of Georgia.
5. Lessee agrees to pay to Lessor at the sum of Twenty dollars (\$20.00), as rent, on the first day of each and every calendar month. The rent for the first and last month of the term, unless the term starts on the first day of the month and ends on the first day of the month, shall be apportioned on the basis which the number of days of the term in the month bears to the whole number of days in such month.
6. The vehicle leased under this agreement will be used solely in connection with the operations of Lessee and shall be operated in a careful manner and Lessee will pay or cause to be paid any fines imposed by any governmental authority levied upon the vehicle and/or its driver as the result of any act or omission during the term the vehicle is leased under this agreement.
7. Lessee will not use or allow the vehicle to be used for any personal use or illegal purpose and will reimburse Lessor if the vehicle is confiscated and for expenses incurred as a result of any confiscation or attempted confiscation by any governmental authority whatsoever, whenever such confiscation and expenses, or either, is caused by the illegal use of such vehicle while the vehicle is leased under this agreement.
8. Lessee will keep and maintain the vehicle in good running order and will see that it stays in good repair and is properly serviced at the expense of Lessee.

9. Immediately on the discovery of the need of any repair or servicing of the vehicle, Lessee shall cause such vehicle to be taken to an authorized service station of the manufacturer of such vehicle. The cost of such repair may be deducted by the Lessee from the next rental payment due Lessor under this agreement, provided Lessee shall make no repairs the cost of which shall exceed \$1,000 without the written consent of Lessor first obtained. At the time of making such deduction, Lessee shall provide Lessor with an itemized invoice evidencing payment for the repairs for which such deduction is claimed. Notwithstanding the foregoing, Lessee is responsible for payment for repairs resulting from the negligence of Lessee or anyone driving the car with or without the consent of Lessee, or the violation by Lessee of the terms of this agreement, and no such deduction from rental payments may be made.

10. Maintenance and repair of the vehicle may be scheduled through the Public Works Department on a space available and reimbursable basis.

11. Lessee at his/her expense will pay for, at his sole expense, all gasoline, oil, antifreeze, washing, and storage fees for the vehicle leased under this agreement.

12. Lessee will acquire, pay for, and maintain vehicle indemnity insurance, including public liability and property damage insurance, issued by a responsible company or companies, protecting the interests of both Lessee and Lessor against liability for damage, personal injury or death caused by the vehicle or the operation of the vehicle to the extent of not less than \$1,000,000 per accident and not less than \$1,000,000 per person; and the sum of \$500,000 per accident against liability for damage to property caused by the operation of any vehicle leased under this agreement, and Lessee agrees that the policy will include Lessor as a "named insured" and shall not be cancelled until after sixty (60) days written notice to Lessor of intention to cancel, and the Lessee further agrees to furnish to Lessor prior, to the use or operation of any such vehicle, a certificate of such insurance.

13. Should any claim be made or any action be commenced against Lessor arising from any of the causes covered by the insurance referred to in Paragraph 11, Lessor will promptly notify Lessee and Lessee will conduct the defense of any such claim or action at Lessee's expense, including all costs and attorneys' fees.

14. In the event of the cancellation of any public liability and property damage insurance required under the terms of this Lease, the use by Lessee of the vehicle shall cease until all such insurance so cancelled has been renewed or replaced.

15. Except as otherwise subsequently provided, upon the expiration of the term of this Lease or its earlier termination for any reason, the vehicle shall be returned by Lessee to Lessor at (address).

16. If any default shall be made by Lessee in the payment when due, of any rent or other sum due under this agreement, or in the performance of any other provision, or if Lessee is or becomes unable to pay his/her debts from his/her own means as they become due, or if any

receiver or trustee of the business or of the property or assets of the Lessee shall be appointed by any court, or if the Lessee shall abandon the vehicles, or if the Lessee shall otherwise, in any manner whatever, become unable to pay the rent specified here or to perform any of the provisions to be kept or performed by Lessee, then Lessor shall have the option, without notice to Lessee or demand for performance, to require Lessee to redeliver the vehicle to Lessor at a location designated by Lessor at Lessee's expense.

17. Upon any such default, and with or without terminating or forfeiting this Lease and without in any way affecting any other right or remedy of Lessor or any duties or obligations of Lessee under this agreement, Lessor may lease the vehicle as the agent and for the account of Lessee upon such terms and conditions as Lessor may deem advisable, in which event the rents received on any such lease shall be applied first to the expenses of leasing and collecting, including any necessary renovation or repairs, toward payment of all sums due or to become due to Lessor under this agreement, and if a sufficient sum shall not thus be realized to pay such rent and other charges, Lessee shall pay to Lessor monthly any deficiency.

18. Upon any such default, Lessor may terminate this Lease, in which event Lessee shall pay to Lessor the amount of rent that would have been paid to Lessor had there been no such default.

19. The foregoing remedies for default shall not be exclusive but shall be cumulative and in addition to all other remedies.

20. In case any litigation of any kind between Lessee and Lessor shall arise out of this Lease, and Lessor shall prevail in such litigation, Lessee agrees to pay Lessor a reasonable attorney's fee which shall be taxed by the court as part of the costs of such litigation.

21. Lessor will not be liable to Lessee for any loss of business or any other damage caused by any interruption of the service provided for here or otherwise.

22. Lessor does not assume any liability for any acts or omissions of Lessee or of any of Lessee's agents, employees or drivers and Lessee specifically releases Lessor from all such liability and agrees to indemnify, enter and defend, and hold Lessor harmless of and from any and all such liability.

23. This is a vehicle lease only, and the Lessee has acquired no right, title or interest in the vehicle, except the right to use the same pursuant to the provisions of this Lease.

25. So long as the Lessee performs all of the terms and conditions of this Lease including payment of the rental, Lessee shall have the unrestricted lawful use of such vehicle for any lawful purpose except the transportation of persons or property for hire.

26. Lessee will not assign or mortgage this Lease, or any interest in it, or permit the use of the vehicle by any person other than Lessee or an adult member of his or her family or his or her agents or employees, nor sublet any vehicle without the written consent of Lessor.

27. Lessor reserves the right to terminate this Agreement at any time provided that Lessor shall give to Lessee at least thirty (30) days written notice of the effective date of such termination.

27. This lease agreement represents the entire agreement between the parties and no provision may be waived or modified, except by an instrument in writing signed by both of the parties.

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.

CITY:

City of Peachtree City

By: _____

Title: _____

Date: _____

KPTCB:

Keep Peachtree City Beautiful, Inc.

By: Albert E. Yougel

Title: Exec Director

Date: 08 Oct 09

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: City Engineer *David A. Brinkley*

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

CITY OF PEACHTREE CITY BID TABULATION SHEET

BID TITLE: Underpinning

DATE: 1 October 2009

BUDGET:

BIDS OPENED BY:

WITNESSED BY:

TIME COMPLETED:

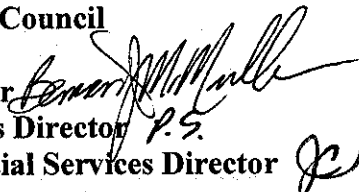
1105

[illegible]

CITY OF PEACHTREE CITY

INTRAOFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

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

FROM: Angela Egan, Purchasing Agent 

DATE: October 7, 2009

SUBJECT: Request to Surplus Goods
Council Meeting: October 15, 2009

Recommendation. Staff recommends Council declare surplus the attached lists of items.

Discussion. The first list of items for surplus includes a scoreboard which the Recreation Department needs surplus. The second list of items for surplus are no longer used in Community Development.

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. 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.

Attachments

Peachtree City
Surplus
October 15 Council Agenda
Item Descriptions

Hockey Rink Dasher Board System – Hockey association replaced with new, updated version.

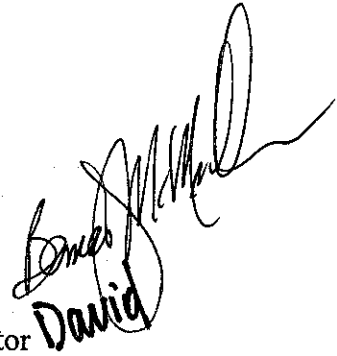
Peachtree City - Community Development
For City Auction
August 20 Council Agenda
Item Descriptions

Item Number	Item	Color	Quantity	Condition	Measurements (INCHES)		
					width	length	height
					22.75	23	34
CD001	CLOTH & METAL CONFERENCE CHAIR	GREY	3	FAIR	18.25	26.75	52.125
CD002	HON D374C 4 DRAWER LEGAL FILING CABINET	TAN	1	FAIR	18.25	25.125	52.125
CD003	ANDERSON HICKEY 2330-90 4 DRAWER LEGAL FILING CABINET	BLACK	1	GOOD	14.75	25.125	52.125
CD004	HON 30082-08 4 DRAWER LETTER FILING CABINET	TAN	1	GOOD			
					18	25.125	52.125
CD006	LEGAL 4 DRAWER FILING CABINET	TAN	1	FAIR	18	30	29.5
CD007	SHORT 2 DRAW LEGAL FILING CABINET (LOCKED)	GREY	1	FAIR	18	26.25	52.125
CD008	ANDERSON HICKEY 4 DRAWER LEGAL FILING CABINET	TAN	1	GOOD	18.125	25	52.125
CD009	HON 01184-08 4 DRAWER LEGAL FILING CABINET	TAN	1	FAIR	18.125	26.5	29
CD010	SHORT HON 2 DRAWER LEGAL FILING CABINET	BROWN	1	POOR	1.5	15	64
CD011a	SHORT CLOTH DIVIDER WALL SECTION	GREY	1	GOOD	1.5	30.5	65.75
CD011b	MEDIUM CLOTH DIVIDER WALL SECTION	GREY	1	POOR	1.5	60	64
CD011c	LONG CLOTH DIVIDER WALL SECTION	GREY	1	GOOD	19	21.5	36.75
CD012	ROLLING SECRETARY OFFICE CHAIR (not height adjustable)	RED	1	GOOD	20.5	21.5	35
CD013	ROLLING SECRETARY OFFICE CHAIR (not height adjustable)	GREY	1	GOOD	21.5	20.5	37
CD014	ROLLING EXECUTIVE CHAIR (height adjustable broken)	RED	1	POOR	21.5	22	34
CD015	ROLLING WOOD & CLOTH OFFICE CHAIR (not height adjustable)	GREY	1	FAIR	21.5	22	34
CD016	ROLLING OFFICE CHAIR (not height adjustable)	BLACK	1	POOR	22	21	37
CD017	WOOD & CLOTH CONFERENCE CHAIR	RED	1	GOOD	25	25	34
CD018	METAL & VINYL CHAIR	BLACK	1	FAIR	21	18.5	33
CD019	BOX OF OFFICE SUPPLIES	N/A	1	GOOD	11.5	18.125	10
CD020	BOX OF 3 RING BINDERS	N/A	2	GOOD	12.125	25	11.5
CD021	WOOD & METAL CORNER DESK UNIT	N/A	1	GOOD	61.5	40.125	30
CD022	WOOD & METAL CORNER DESK UNIT WITH HUTCH	N/A	1	GOOD	61.5	40.125	66
CD023	OAK DESK WITH PULL OUT KEYBOARD	N/A	1	FAIR	50.125	24	30
CD024	ROLLING PRINTER CART	N/A	1	GOOD	20.75	15.5	13.75
CD025	OFFICE DESK WITH HUTCH	N/A	1	FAIR	24.5	59.5	57.125
CD026	CLOTH COVERED BULLETIN BOARD	N/A	2	GOOD		42	48
CD027	CUSTOM PAPER ART IN PLEXIGLASS FRAME	N/A	1	FAIR	3	40.5	88.75

POSITION PAPER

Proposed Variance: 142 Long Leaf
Lot 29, Center Green subdivision

Interim Community Development Director
October 8, 2009

A handwritten signature in black ink, appearing to read "David", is written over the title "Interim Community Development Director".

Situation:

Mr. Angel Bergara owns the property located at 142 Long Leaf within the Center Green subdivision. The subject tract is 0.164 acres in size and is zoned GR-4 General Residential.

The Applicant applied for a Building Permit on September 8, 2008. The building plans included with the application identified an expanded keeping room and bedroom on the first level and a second floor loft within the bedroom. Additionally, the plans identified an expansion of the master bedroom.

The city does not require the Applicant to submit a survey of the property as a part of their Building Permit application. In this particular case, the Applicant provided a hand-drawing of the home identifying the proposed addition. This drawing showed the expansion would be 25' from the rear property line.

The Building Permit was issued on September 16, 2008, and identified the zoning of the property as GR-4 with required building setbacks of 20' (front), 10' (side) and 30' (rear). These setbacks are identified on the plat that was approved on May 15, 1985 for this phase of the subdivision.

On the Building Permit, the Plans Examiner wrote "*No construction permitted above the slab level prior to foundation survey approval*" as well as stamping in red ink "*Foundation survey required prior to subsequent construction.*" Both of these notes are standard practice and are included on all Building Permits issued by the city.

Our records indicate the footing inspection for both additions was performed on September 19, 2008 and the slab inspection was performed on November 25, 2008. Both inspections passed. The next step in the process would have been for the Applicant to prepare and submit the foundation survey to ensure the slab did not encroach into the building setback.

However, the Applicant proceeded with construction, including framing the first and second levels, installing windows, roofing as well as some of the siding. This work was completed without requesting inspections from the city. The Applicant applied for and received an Electrical Permit and an HVAC Permit on December 30, 2008. To date, there have been no inspections for any of this work.

Proposed Variance: 142 Long Leaf

October 8, 2009

Page 2

When the Applicant called in for his inspections, he was notified there was no foundation survey on file and no inspections would be done until this was submitted and approved. The field work for the foundation survey was not completed until July 30, 2009, and the foundation survey was not submitted to the Building Department until after August 3, 2009. At that time, it became evident that both additions encroached into the required rear building setback.

In order to continue with construction, the Applicant must secure a variance from the city for the encroachment into the building setback. The encroachment does not meet the criteria for an administrative variance as defined in Section 1204 nor does it meet the criteria for a special exception variance as defined in Section 1205 Special Exception Variance as the subject lot does not back up to a city-owned greenbelt. The application is being reviewed under Section 1206, as it is *"recognized as having a potential impact on the larger area and may affect enforcement of the zoning ordinance elsewhere in the city."*

The variance application and supporting documentation are included as Attachment "A".

Facts:

1. Phase 3 of the Center Green subdivision was platted on May 15, 1985. The subdivision is zoned GR-4, with established building setbacks of 20' (front), 10' (side) and 30' (rear). These setbacks are identified on the cover sheet of the recorded plat.
2. Lot 29 is located within the Center Green subdivision with an established rear building setback of 30'.
3. The Applicant applied for a Building Permit on September 8, 2008 for the purposes of constructing an addition to the rear and side of the home.
4. The Building Permit was issued on September 16, 2008, and clearly states that no construction is permitted above the slab level prior to approval of the foundation survey.
5. The footing inspection for the addition was performed on September 19, 2008 and the slab inspection was performed on November 25, 2008. Both inspections passed. The purpose of these inspections is to ensure the components of both the footing and the slab are constructed in accordance with current building codes and standards. Because the property corners and/ or property lines are typically not marked at this time, the Building Inspectors do not and cannot make a determination in the field as to whether or not the structure is located within the building setback.
6. The Building Permit states that no construction is permitted above slab level until the foundation survey is submitted and approved.

Proposed Variance: 142 Long Leaf

October 8, 2009

Page 3

7. The Applicant proceeded with framing the addition, including installing the roof, windows and a portion of the siding. It is unclear what work has been completed inside of the structure.
8. Our records indicate the next inspection was not requested until July 20, 2009, at which time the Applicant was notified the foundation survey had not been submitted and the city was unable to do the inspection.
9. The field work for the foundation survey was not performed until July 30, 2009. The foundation survey indicates the keeping room and bedroom addition encroaches 0.8' into the rear building setback and the master bedroom addition encroaches 6.2' into the rear building setback.
10. The rear property line does not abut a city-owned greenbelt.
11. There is no formal Homeowner's Association within the Center Green subdivision. The Applicant has provided letters of support from neighbors on either side as well as behind the home in support of the variance request.

Discussion:

The city does not require the submission of a foundation or boundary survey as a part of the building permit review process. The purpose of requiring foundation surveys following completion of the slab is to ensure the existing structure as well as any addition does not encroach into the required building setback. In this particular case, the existing structure complies with the building setbacks. The construction associated with the additions does not.

The Applicant requested and received a Building Permit, which clearly stated that no construction was permitted above the slab until the foundation survey was submitted and approved. The Applicant requested and received inspections for the footing and slab. The next step in the process would have been to prepare the foundation survey. Instead, the Applicant proceeded with constructing the additions.

The foundation survey was not prepared until nearly eight months after the slab inspection was approved. During that time, the Applicant continued with construction of the additions. When the foundation survey was prepared and submitted to the city, it was noted that not one but both additions encroached into the building setback. In order to correct this encroachment, the Applicant is requesting a variance of 6.2' from the rear building setback requirements.

Proposed Variance: 142 Long Leaf

October 8, 2009

Page 4

The minimum rear building setbacks identified within the GR General Residential zoning district are established at 20' for both attached and detached dwelling units. The Center Green subdivision is zoned GR-4, which permits no more than four dwelling units per acre. When the subdivision was rezoned in 1985, the rear building setback for all lots within the subdivision was established at 30'. The setbacks for this subdivision are specifically identified on the approved and recorded final plat, which is on file at both City Hall and at the Fayette County Courthouse.

The Applicant has argued that the recent amendments to the GR General Residential zoning district override the conditions and setbacks that were adopted when the Center Green subdivision was rezoned. The Applicant further claims that the rear building setback identified within the GR zoning district (20') should be applicable to this lot as opposed to the setback that was adopted when the property was rezoned.

Staff and the City Attorney concur that the conditions and setbacks adopted when the subdivision was rezoned in 1985 are applicable to the subdivision today and would remain applicable until the entire subdivision is rezoned. The setbacks for this subdivision, as they are with other tracts that have been rezoned to a specific GR, LUR, LUC, LUI or other zoning designation, are established at the time the property is rezoned. The setbacks within each of these zoning districts are the minimum setbacks. The city can require (and in this case, did require) an increased rear building setback at the time a particular piece of property is rezoned.

Review criteria:

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

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

Staff findings:

- *There are no special circumstances associated with this request. This is a rectangular shaped tract of land with established setbacks.*
 - *The existing home was constructed on a slab and complies with the established building setbacks.*
 - *The rear property line of the subject tract abuts another residential lot.*
- (b) **The strict or literal interpretation and application of this ordinance would result in practical difficulties or unnecessary hardships inconsistent with the general purpose**

Proposed Variance: 142 Long Leaf

October 8, 2009

Page 5

and intent of the Zoning Ordinance, or would deprive the Applicant of privileges granted to others in similar circumstances;

Staff findings

- *The minimum rear building setback established for the Center Green subdivision is 30'.*
- *The existing home complies with this building setback.*
- *Building setbacks are established to provide a separation between dwelling units. In this particular case, the lots within the Center Green subdivision are relatively small and the intent was to provide a separation between homes within the subdivision.*

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

Staff findings

- *There are no exceptional or extraordinary circumstances applicable to the property.*
- *The remaining lots within the Center Green subdivision are similar in size and shape.*
- *The rear property boundary abuts another residential lot.*
- *The new construction encroaches 0.8' and 6.2' into the established rear building setback. Had the Applicant prepared and submitted the foundation survey in a timely manner, it would have been noted the new construction encroached into the rear building setback.*
- *There was nothing that prevented the Applicant from complying with the regulations.*

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

Staff findings

- *The minimum rear building setback established for the Center Green subdivision is 30'. The new construction encroaches 0.8' and 6.2' into this building setback.*
- *To date, there has been one variance issued for new construction within the Center Green subdivision. In this particular case, the home backed up to a city-owned greenbelt and a variance of 10.5' was granted for the construction of a sunroom.*
- *There have been no variance requests for any of the internal lots within the subdivision.*

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

Staff findings

Proposed Variance: 142 Long Leaf

October 8, 2009

Page 6

- *This phase of the Center Green subdivision was platted in 1985 and is fully developed.*
- *The proposed addition would provide additional usable space for the Applicant.*
- *There is no Homeowner's Association within the Center Green subdivision. The proposed addition would be similar in design to the architecture and color scheme of the existing home.*
- *The Applicant has provided letters of support from the adjoining property owners indicating their approval of the variance request.*

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

Staff findings:

- *Many of the discussions pertaining to the update to the city's Comprehensive Plan included a need to include provisions to protect the character of existing neighborhoods as well as to encourage redevelopment and reinvestment within these neighborhoods.*
- *The Applicant desires to enhance the property with this addition.*

Recommendation:

Based on these findings, Staff recommends that the request for variance not be approved. Had the Applicant prepared and submitted the foundation survey following completion of the slab as required by the Building Permit, Staff would have been able to identify and work with the Applicant to try and resolve the encroachment issue. Instead, the Applicant continued with construction and did not request the next inspection until several months later. When that inspection was called in, the Applicant was notified the foundation survey had not been submitted.

Staff further recommends that the Applicant be given a date-specific timeframe to remove the portion of the addition encroaching into the building setback.

Attachments



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

VARIANCE APPLICATION

153 Willowbend Rd, Peachtree City, GA 30269

P: 770-487-5731 F: 770-631-2552

WWW.PEACHTREE-CITY.ORG

Admin. Variance Fee: \$25.00

Variance Fee: \$250.00

Receipt # 158838

Date Filed 8/26/09

Case # V-2004-07

Office Use Only

VARIANCE LOCATION	Street Address <u>142 Long Leaf</u> <u>Lot 29 Center Green III Subdivision</u>	PROPERTY OWNER	Name <u>Angel Bergara</u>
	Zoning District: ☒ Residential ☐ Multi-Family ☐ Commercial\Industrial\Office		Phone <u>(770) 869-5788</u>
VARIANCE TYPE: ☐ Administrative ☐ Special Exception ☒ Variance (check one below)	Variance from which ordinance: ☐ Sign ☐ Fence ☐ Land Development ☒ Zoning	PROPERTY INFO	Subdivision: <u>Center Green</u>
			Phase: <u>III</u> Lot # <u>29</u>
APPLICANT	Name <u>John Cox</u>	SUPPORTING DOCUMENTS	Please submit the following evidentiary items in support of this application and the requested variances. (Please check off the items that are attached to this application) ☒ Site plan (with property lines and proposed work) ☒ A detailed report justifying the requested variance ☒ Letters of support from adjacent property owners ☒ Digital Photographs \ Renderings (CD or Email) ☒ Other Items Demonstrating Need (topo. Survey, etc)
	Address <u>1804 Brookhaven Drive</u> City, State, Zip <u>Peachtree City, GA 30269</u> Phone # <u>(770) 866-0831</u> Email <u>contractingangels@yahoo.com</u>		

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

SPECIAL EXCEPTION	1.) Is a current survey included with the application? ☐ Yes ☐ No	Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	2.) Has property been rezoned or deed restrictions? ☐ Yes ☐ No	
	3.) Is the violation an existing setback violation? ☐ Yes ☐ No	
	4.) Application for a bldg setback, fence, or parking? (Circle One)	
	5.) What is the required setback, height, or spaces? _____	
	6.) How much of a variance is being requested? _____	

VARIANCE	Please review the ordinances and instructions on the back of this page.		Briefly describe why this variance is being requested: (A separate detailed report is still required to be attached to this application)
	1.) Is a current survey included with the application? ☒ Yes ☐ No	2.) How much of a variance is being requested? <u>6.2</u> Feet	
	3.) Were you the owner of the property when the violation occurred? (If not, who was?) ☒ Yes ☐ No	<u>Believed building setback line was less than 30'</u>	

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

Signature of Owner/Agent: [Signature] Date 8/26/09

OFFICE ONLY

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

SPECIAL EXCEPTIONS & VARIANCE FROM ORDINANCES	This application, along with the required fee and all necessary supplemental documents, has been properly submitted and is hereby accepted for consideration by the City Council at a public hearing in the City Council Chambers at 7:00 PM on the date shown below:	
Signature: <u>David E. Rant</u>	Date of Acceptance: <u>08-31-09</u>	Date of Public Hearing: <u>09-17-09</u>

PLAT BOOK 16, PAGES 20-21.

STORM DRAIN EASEMENT
PER SUBDIVISION PLAT

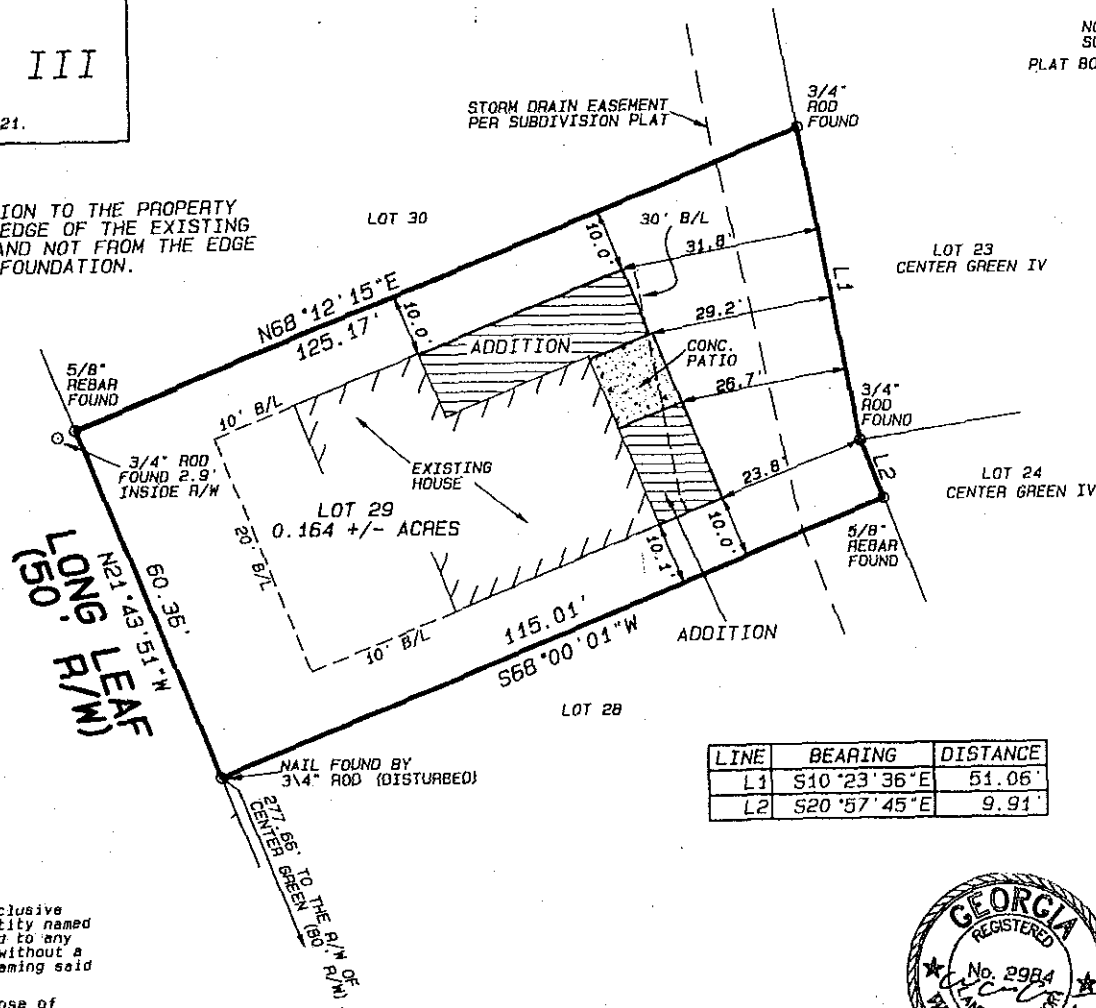
N
1

Land Surveyors - Planners
150 GREENCASTLE ROAD SUITE B TYRONE GA 30290
PH: 770-486-7552 Fax: 770-486-0496

W.D. GRAY

AND ASSOCIATES, INC.

Job No: 0812009



LINE	BEARING	DISTANCE
L1	S10°23'36"E	51.06'
L2	S20°57'45"E	9.91'



This plat was prepared for the exclusive use of the person, persons, or entity named hereon. Said plat does not extend to any unnamed person, persons or entity without a recertification by the surveyor naming said person, persons or entity.

This plat prepared for the purpose of showing the LOCATION OF ADDITIONS for the building department, and NOT to be used or recorded for any other purposes, such as transfer of title of land.

In my opinion, this property does not lie within the 100 year flood plain as shown on the FLOOD INSURANCE

RATE MAP.
 No: 13113C 0089 E
 Dated: SEPTEMBER 26, 2008

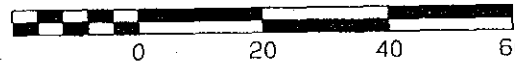
CLOSURE DATA
FIELD CLOSURE = 1' : 10,000+
ANGLE POINT ERROR = < 10"
EQUIPMENT USED: E.D.M. & THEODOLITE
ADJUSTMENT METHOD: NONE
PLAY CLOSURE = 1' : 100,000+

PREPARED FOR:
CONTRACTING ANGELS, LLC

LAND LOT 50, 6TH DISTRICT
FAYETTE COUNTY, GA.
CITY OF PEACHTREE CITY
SCALE: 1" = 20'

DATE OF DRAWING: 08/03/09
DATE OF FIELD WORK: 07/30/09

GRAPHIC SCALE 1"=20



August 26, 2009

Mr. David Rast
Peachtree City Planning & Zoning
153 Willowbend Road
Peachtree City, Georgia 30269

Dear Mr. Rast,

Enclosed is an application for a variance for Mr. Angel R. Bergara's home at 142 Long Leaf, Peachtree City, Georgia 30269. The legal description is Lot 29 of Center Green III subdivision in District 6, Land Lot 50 in Peachtree City, Fayette County, Georgia, which is in a GR-4 zoning district. Per your request, I am asking for a variance, to note on a subdivision plat submitted by the Peachtree City Development Corp. and recorded May 15, 1985. The note on the plat recorded prior to states: "ZONE GR-4 " and SETBACKS, REAR 30'. The Peachtree City Ordinance Appendix A Zoning, Article X, Section 1004.4, (h) "Minimum rear setback: Detached: 20 Feet."

Justification for the granting of the variance as addressed by Appendix A Zoning, Article XII, Section 1207 is very simple. Lots around the perimeter of this subdivision could be issued, and have been issued, administrative variances because they back up to city greenbelt areas. Based on minutes from the public rezoning hearing on September 10, 1981 Mr. Doug Mitchell stated, "(He) felt that these problems (issues expressed by Fisher's Bank residents) could be worked out during platting time in his opinion. He felt buffers that are wanted by the homeowners as well as traffic situations could be resolved during the platting stages." The plat shows city green belt encircling the whole Center Green subdivision and 30' rear setback requirements. The buffering remedy during the rezoning debate in 1981, affords the perimeter lots more flexibility than our interior lot at 142 Long Leaf, according to current City Ordinance Appendix A, Zoning Article XII, Section 1205 (a). which allows for a Special Exception Variance not to exceed 25% of the minimum setback if the setback adjoins a city-owned greenbelt.

The cost of the foundation of the addition exceeds \$3,000.00. On September 16, 2008 I was issued a building permit based on the addition being 25' from the rear property line with the requirement to get a foundation survey. If I had I been denied a building permit based on my submitted site plan and blueprints showing an encroachment, I would have revised my site plan & blueprints. However, because construction proceeded believing everything was legal, now to remove the encroaching foundation and revising the blueprints would result in a significant financial hardship.

Furthermore, "The granting of such a variance will not be materially detrimental to the public health, safety, or general welfare nor injurious to property or improvements in the zone or neighborhood in which the property is located." The current zoning district of GR-4 allows for a 20' rear building setback line. Enforcement of the plat imposed 30' rear building setback line on our lot at 142 Long Leaf, is in conflict of the spirit of the original intent of this requirement based

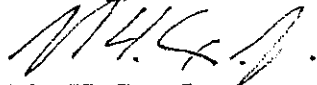
RECEIVED AUG 26 2009

on the results the original re-zoning debate in 1981. In accordance with Georgia State Law, current zoning district ordinances should apply.

Enclosed are copies of the Variance Application, the original building permit with submitted site plan, a foundation survey, letters from adjacent property owners, a CD and prints of the encroaching addition, and an aerial shot showing the lot to North of 142 Long Leaf to be approximately 22' from rear property line (scaled on fayettecountymaps.com) and a check for \$250.00. Blueprints are on file at the Peachtree City Building Department.

Hopefully, the above explanation and the enclosed documents have addressed the review requirements of Appendix A Zoning, Article XII, Section 1207 (a)-(f) to grant a variance to make the rear building setback 23.8 feet or less at 142 Long Leaf. Thank you for your consideration and I look forward to hearing from you deeming this application complete or anything necessary for you to do so.

Sincerely,



John H. Cox, Jr.

Enclosures (17 pages & 1-CD in jewel case)

153 WILLOWBEND ROAD
Peachtree City, GA 30269
Phone (770) 487-8261

Inspection Request Line (770) 631-2588 Ext. 222

BUILDING PERMIT

PERMIT#: 081542

DATE APPLIED: 9/08/2008

PERMIT TYPE: RA

JOB ADDRESS: 142 LONG LEAF
SUBDIVISION: CENTER GREEN

LOT: 20

ISSUED TO: ANGEL BERGARA
ADDRESS: 142 LONG LEAF
PEACHTREE CITY GA 30269

PHONE#: 770-869-5788

CONTRACTOR: PEBBLE HILL HOMES
ADDRESS: 500 LANIER AVE WEST
SUITE 410
FAYETTEVILLE GA 30214

PHONE#:

- ① No const permitted above
slab level prior to foundation
survey approval
② Obtain all trade permits
prior to performing work.

WORK: RES ADDITION/ALTERATION 759 S
BLDG USE:

HT SQ FT: 690.00
SQ FT:

MINIMUM SETBACKS

FRONT: 20

SIDE: 10

REAR: 30

STORIES:

CORNER:

ZONED: GR-4

VALUATION: \$

24,500.00

FEES DUE: \$

172.50

FEES PAID: \$

0.00

VARIANCE GRANTED BY: _____

DATE: _____

EROS PLAN APPROVED BY: _____

DATE: _____

APPROVED FOR ISSUANCE BY: _____

DATE: 9-16-08

PLANS CHECKED BY: _____

DATE: 9-15-08

***** NOTICE *****

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 6 MONTHS AT ANY TIME AFTER WORK IS STARTED. SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL, PLUMBING, HEATING, FIREPLACE VENTILATION, AIR CONDITIONING.

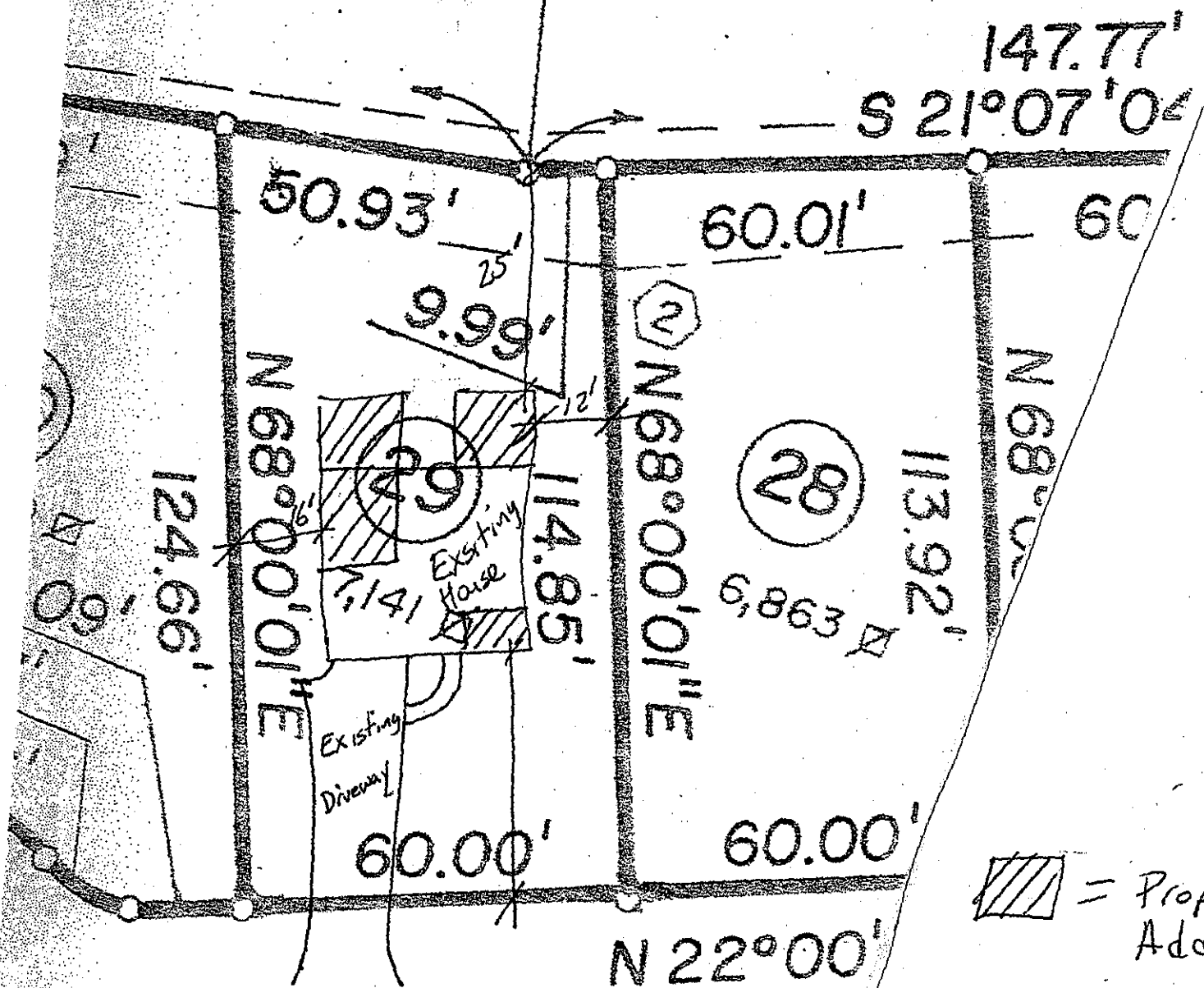
I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

CONTRACTOR OR R SIGNATURE

DATE

BUILDING DEPT. REPRESENTATIVE

DATE



 = Proposed Addition

LONG-LEAF-R

S 2 BERGARA RESIDENCE
142 LONGLEAF

Pebble Hill
H.O.M.E.S

1804 Brookhaven Drive
Peachtree City, GA
30269

John Cox (770) 527-3521

August 1, 2009

Mr. Grady Jack Conn, Jr.
140 Long Leaf
Peachtree City, Georgia 30269

Dear Peachtree City:

I live to the right side of Mr. Angel Bergara on Lot 28 of Center Green III subdivision in District 6, Land Lot 50 in Peachtree City, Fayette County, Georgia. I have absolutely no objections to the granting of a variance to the rear building line from 30' to approximately 23'. I have seen and discussed this encroachment with Mr. Bergara, I have seen the foundation survey showing the encroachment and I understand that his new building is over the building line at the present time.

My signature below indicates that I indemnify and hold harmless the city of Peachtree City with regards to the granting of this specific variance for Mr. Angel Bergara. I have no objections to the granting of this variance.

Please call me if you have any questions please call me at (770) 487-1509.

Sincerely,

A handwritten signature in cursive script that reads "Grady J Conn Jr".

Grady Jack Conn, Jr.

August 1, 2009

Ms. Linda S. Spier
144 Long Leaf
Peachtree City, Georgia 30269

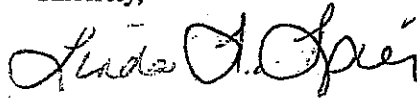
Dear Peachtree City:

I live in the home to the left side of Mr. Angel Bergara on Long Leaf. My property is Lot 30 of Center Green III subdivision in District 6, Land Lot 50 in Peachtree City, Fayette County, Georgia. I have absolutely no objections to the granting of a variance to the rear building line from 30' to approximately 23'. I have seen and discussed this encroachment with Mr. Bergara, I have seen the foundation survey showing the encroachment and I understand that his new building is over the building line at the present time.

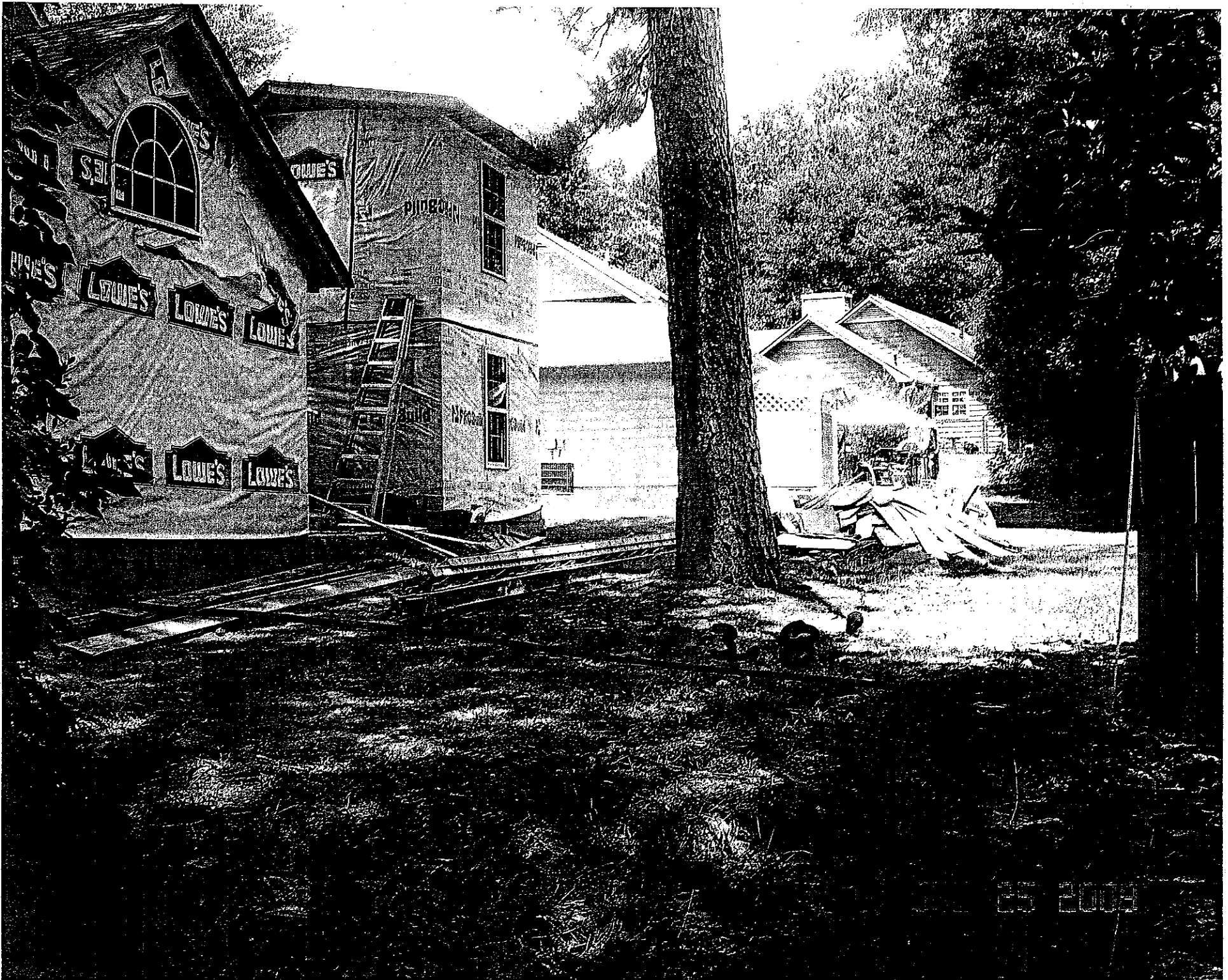
My signature below indicates that I indemnify and hold harmless the city of Peachtree City with regards to the granting of this specific variance for Mr. Angel Bergara. I have no objections to the granting of this variance.

Please call me if you have any questions please call me at (770) 631-1541.

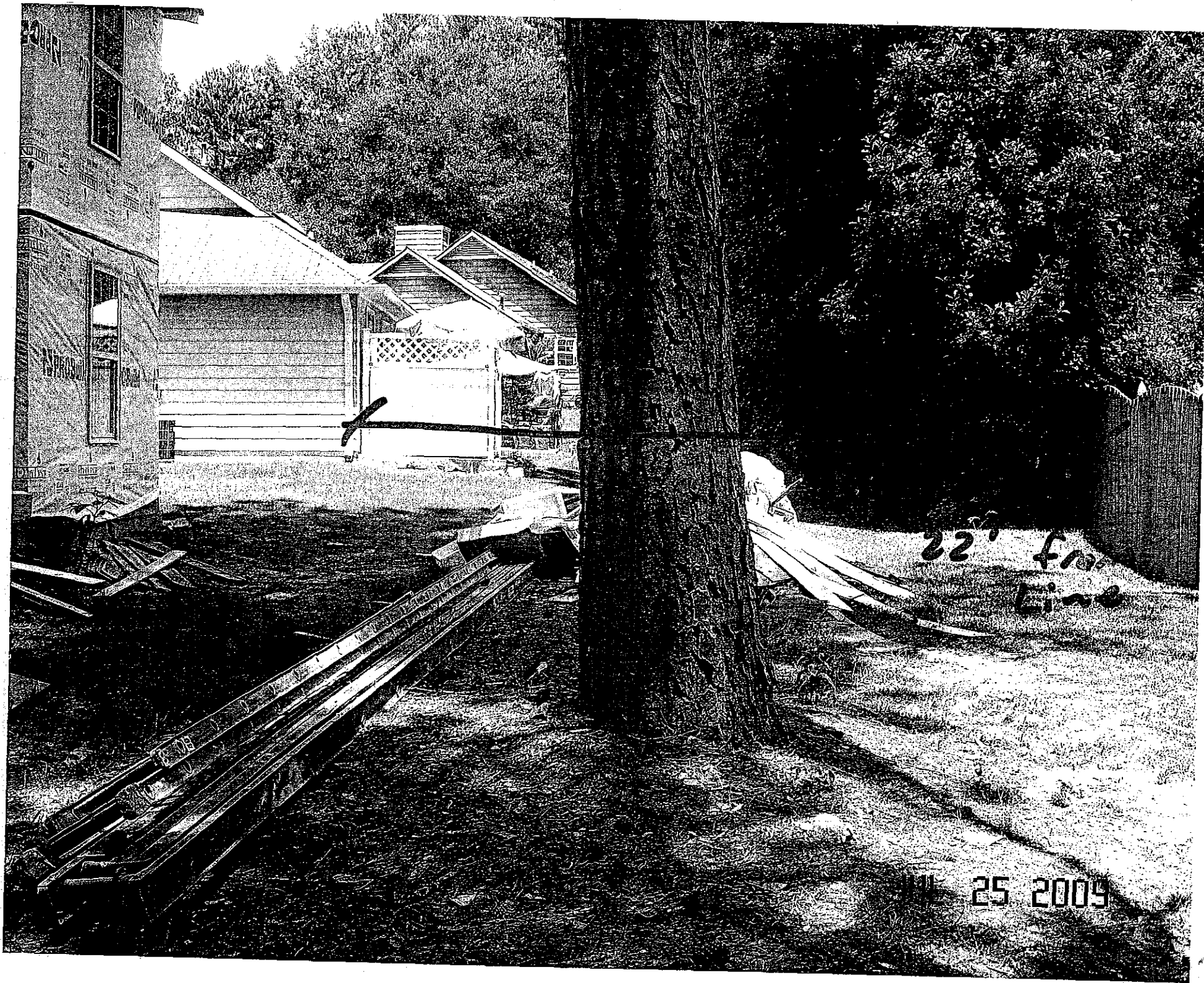
Sincerely,

A handwritten signature in cursive script that reads "Linda S. Spier". The signature is written in dark ink and is positioned above the printed name.

Linda S. Spier

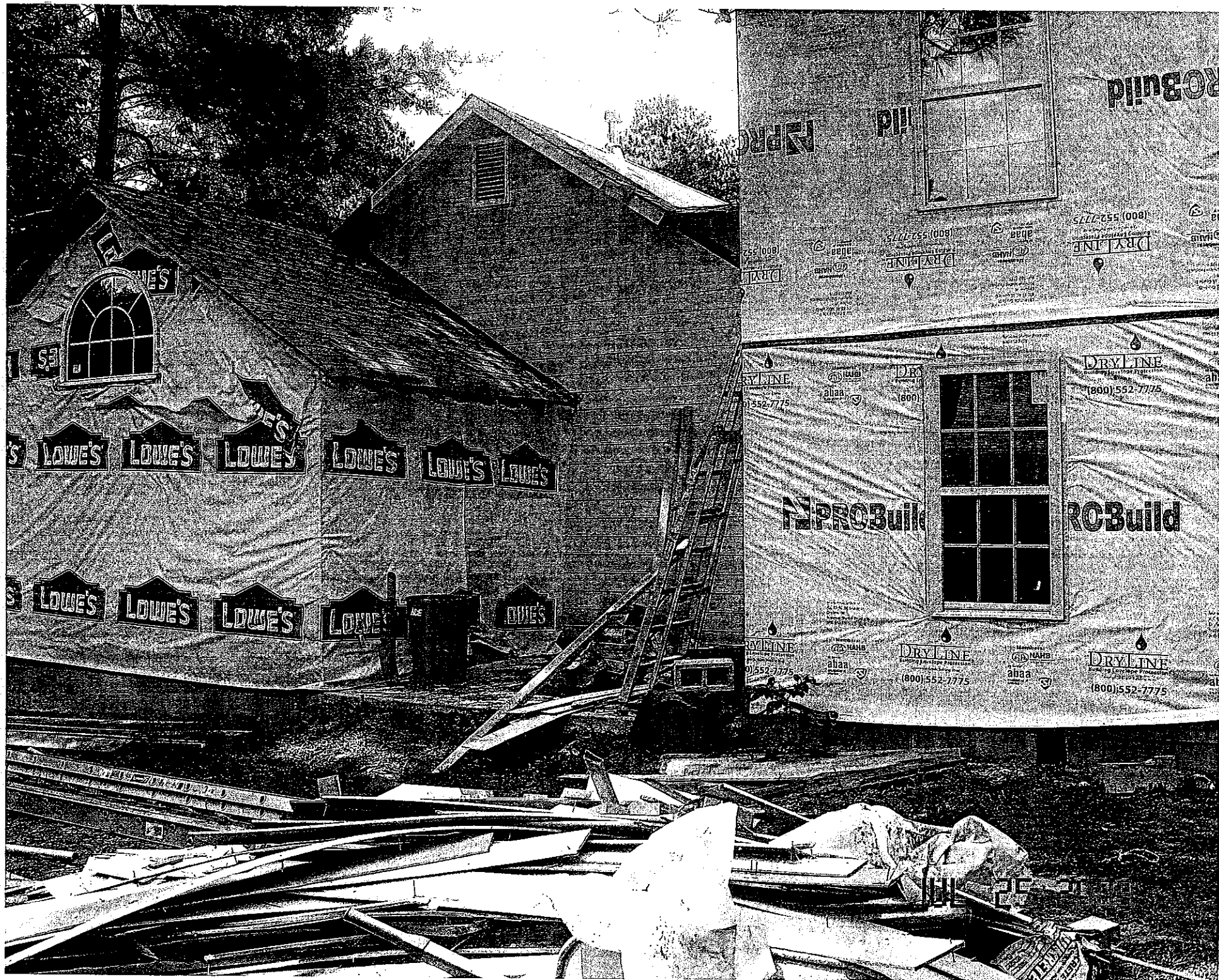


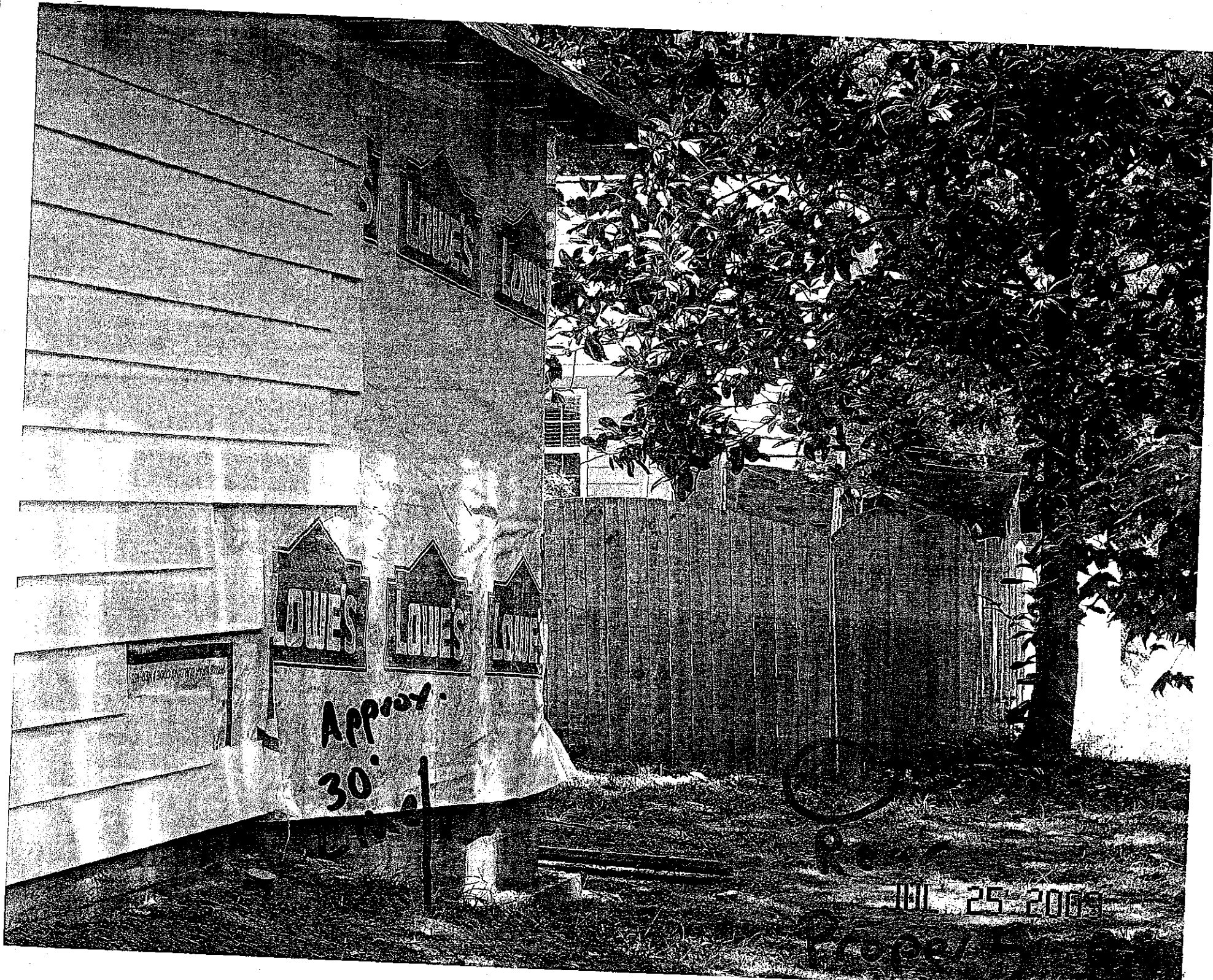
JUL 25 2004



22' from
Line

JUL 25 2009

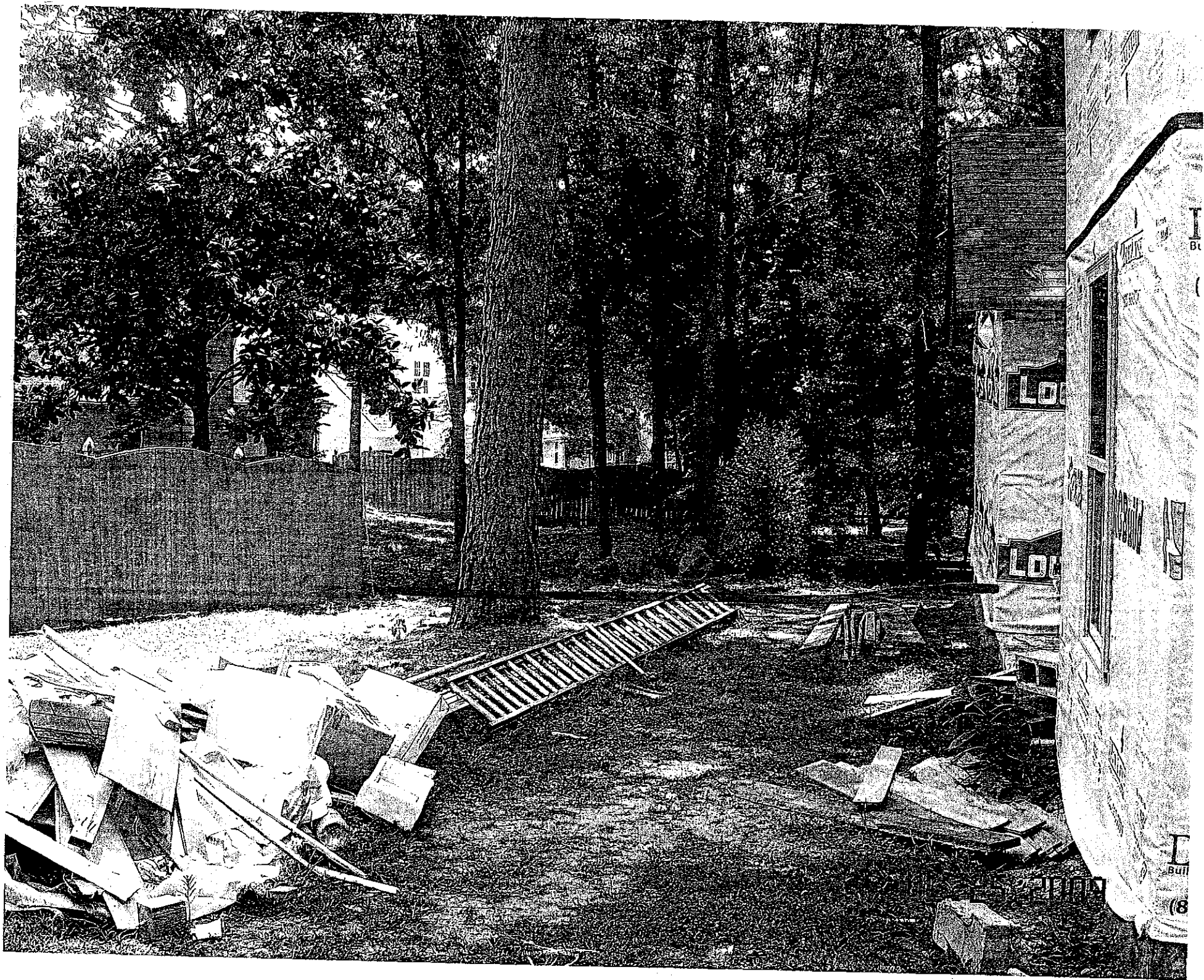


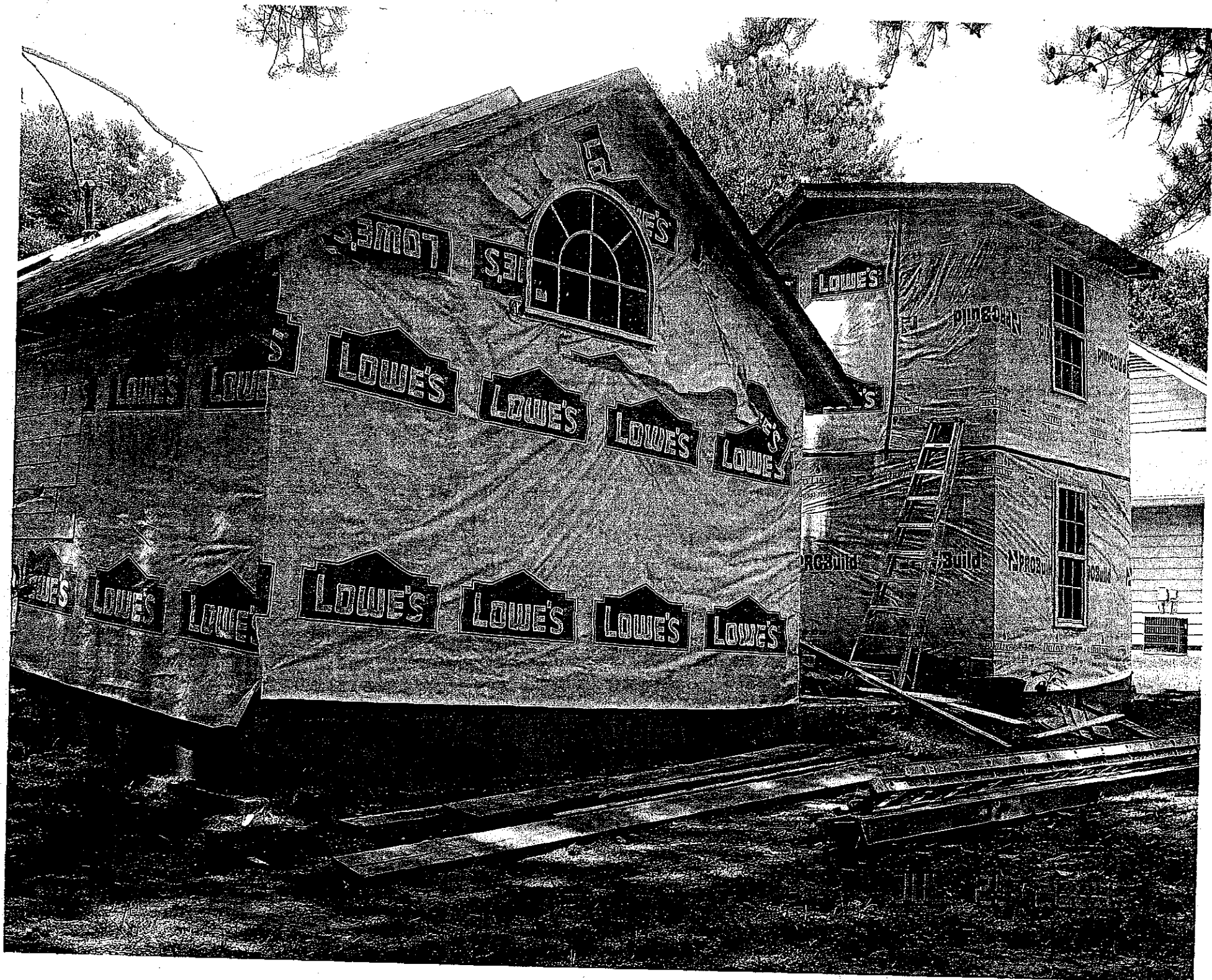


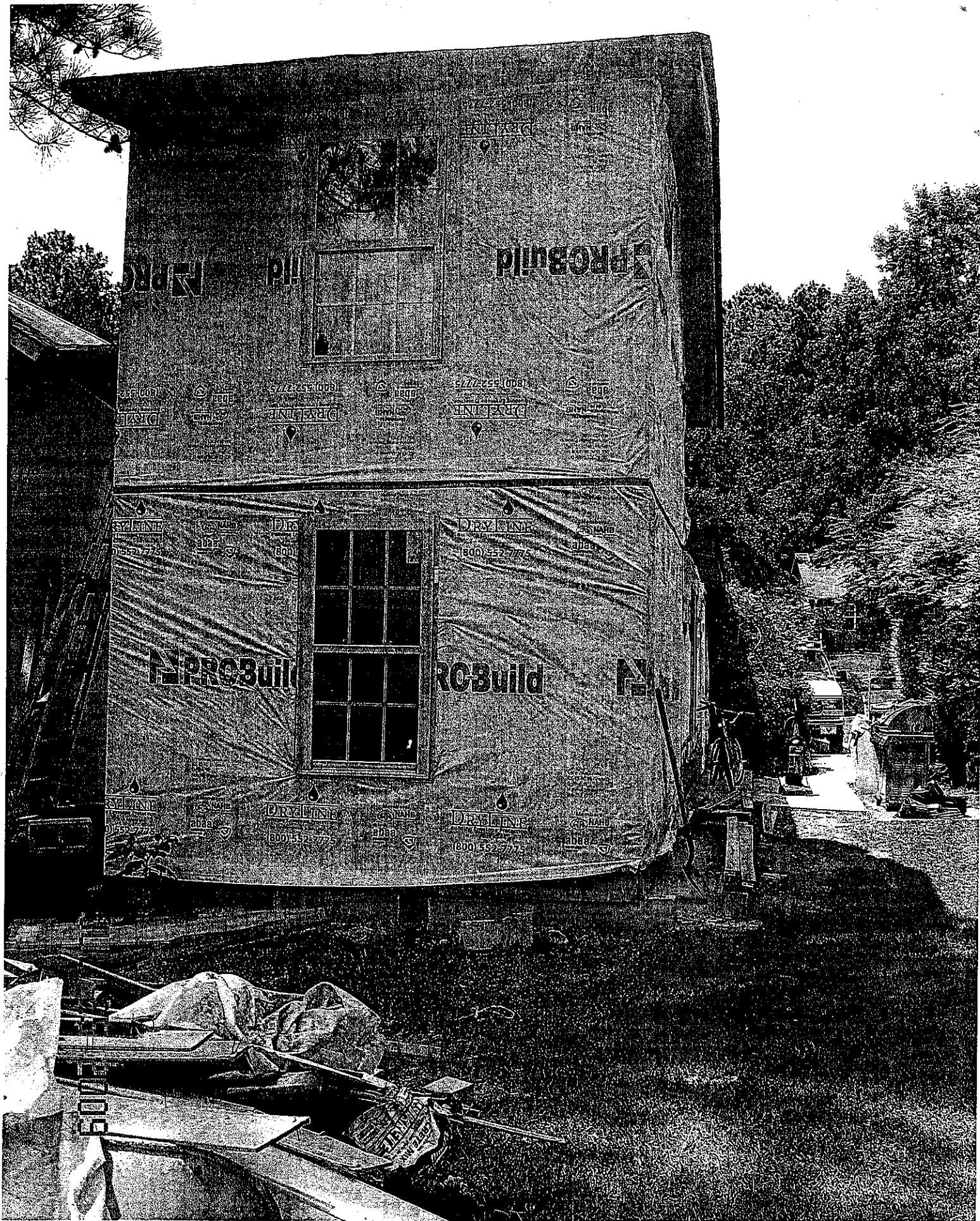
Approx.
30'

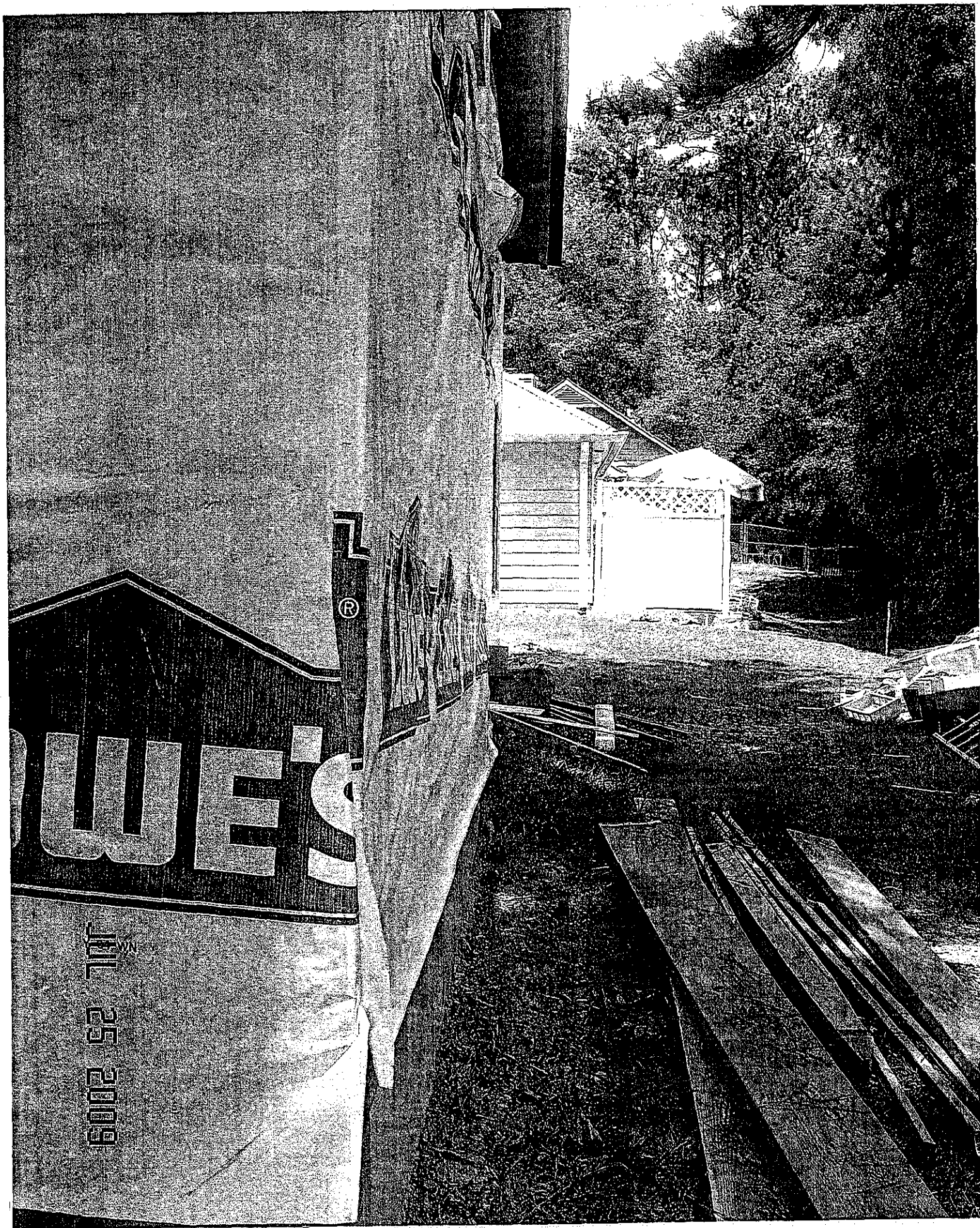
JUL 25 2008

Proper







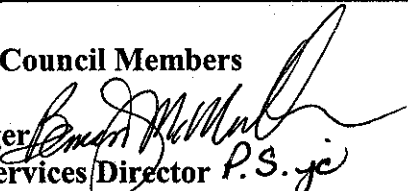


near side line of

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 
Financial Services Director P.S. jc

FROM: Interim Community Development Director 

DATE: October 8, 2009

SUBJECT: Consider Resolution for GATEway grant application for SR 74 South landscaping enhancements (Phase 2)
October 15, 2009 City Council agenda

Recommendation:

Authorize City Manager to submit GATEway grant application to the Georgia Department of Transportation for funding consideration, which includes the attached Resolution.

Discussion:

City Staff applied for and received funding in the initial round of applications for the GATEway grant program, which is administered through the Georgia Department of Transportation (GDOT). Funds in this program come from permit fees paid to the Department of Vegetation Management for the removal of vegetation in front of outdoor advertising signs along state highways.

Our initial application requested funding for landscape enhancements within the SR 74 South corridor, specifically to provide plant material to screen the sound walls as well as plant massings to re-establish buffers between the highway and residential areas. We are currently working with our consultant to finalize the landscape plan, which will be submitted to GDOT for a Special Encroachment Permit.

Our landscape plan will also include plans for subsequent phases of landscaping to include median plantings and additional plantings within the right-of-way of SR 74 South. Our intent is to apply for and hopefully receive funding through this grant program during each award cycle in an effort to implement the overall landscape plan for the SR 74 South corridor.

Consider Resolution for GATEway grant application

November 18, 2008

Page 2

Staff is currently working on the application for funding, which must be submitted no later than October 30. As a part of this application, we are required to provide a Resolution of Support from the local jurisdiction. We will provide a link to the application once it is complete so you can review the document before it is submitted.

Budget impact:

There are no matching funds required for this grant program. Maintenance of the proposed plant material would be minimal once established.

Attachment

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY
AUTHORIZING THE CITY MANAGER TO APPLY FOR AND ACCEPT A GATEway GRANT.
UPON AWARD OF THE GRANT, THE CITY OF PEACHTREE CITY SHALL ENTER
INTO A MOWING AND MAINTENANCE AGREEMENT WITH THE
GEORGIA DEPARTMENT OF TRANSPORTATION.**

WHEREAS, many roadside areas and median strips within Department of Transportation rights of way must be maintained and attractively landscaped; and

WHEREAS, the Mayor and City Council of the City of Peachtree City beautify and improve various rights of way by landscaping within the City of Peachtree City; and

WHEREAS, the Mayor and City Council of the City of Peachtree City wish to authorize the City Manager to apply for a GATEway Grant from the Georgia Department of Transportation, and if awarded, to enter into a Mowing and Maintenance Agreement between the City of Peachtree City and the Georgia Department of Transportation.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peachtree City do hereby authorize the City Manager to apply for a GATEway Grant. Upon award of the grant, the City of Peachtree City shall enter into a Mowing and Maintenance Agreement between the City of Peachtree City and the Georgia Department of Transportation.

BE IT FURTHER RESOLVED that the City Clerk of the City of Peachtree City is hereby directed to send copies of this Resolution to the Department of Transportation and all other persons as directed by the Mayor and City Council.

Approved and adopted this _____ day of October, 2009.

Harold Logsdon, Mayor

Stephen Boone, Council Member

Cyndi Plunkett, Council Member

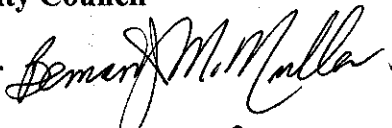
Doug Sturbaum, Council Member

ATTEST:

Betsy Tyler, City Clerk
(City Seal)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council
VIA: City Manager 
FROM: Financial Services Director P.S.
DATE: October 9, 2009
SUBJECT: Equipment Master Lease Agreement

October 15, 2009 City Council Meeting

Recommendation:

Approve the attached Master Lease Agreement with the bank that submits the most favorable proposal on October 13, 2009.

Discussion:

Attached is a master lease agreement for equipment that was prepared by city bond counsel and reviewed by the city attorney. This agreement was sent out to numerous banks along with the attached Request for Bids and equipment list. The equipment listed was identified for lease-purchase funding in the city budget, and staff is now seeking a suitable lender. By approving this agreement, Council will not be authorizing purchase of the equipment listed for FY 2011. This is just listed as a future estimate based on the current 5-Year PIP so that banks can calculate their bids. Most bids submitted by prospective lenders are only good for a very short period of time due to constantly changing interest rates. Therefore, staff will send out a separate memo to Council to identify which lender was selected as soon as possible after the bids are received on October 13th. The lenders have been asked to use the city's form of master lease agreement, so if there are any changes to the attached document prior to the Council meeting, they will also be sent out to Council at that time.

Budgetary Impact:

N/A

CITY OF PEACHTREE CITY, GEORGIA

REQUEST FOR BIDS Lease Purchase Agreement

The City of Peachtree City, Georgia (the "City") invites qualified bidders to submit written bids for tax-exempt lease purchase financing of certain capital equipment (the "Lease"). Bids will be accepted until **2:00 p.m.** (Eastern Time) on **Tuesday, October 13, 2009** at the office of the City's Placement Agent, Todd Barnes, Robert W. Baird & Co. ("Baird"), 3282 Northside Parkway, Suite 225, Atlanta, Georgia, 30327. Proposals may be submitted by facsimile at 404-264-2231, by email at tbarnes@rwbaird.com or by hand delivery. The City and Baird shall not be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. Late proposals will not be accepted and/or considered. The City reserves the right to accept or reject any and all bids and to waive any irregularities or informalities in the bids.

PURPOSE: While the City uses its cash to fund most equipment purchases, the City also uses capital lease financing to fund some of its equipment purchases. During the past few months, the City has acquired certain police and fire equipment for which it wants to be reimbursed from the proceeds of the lease financing. A list of the specific equipment expected to be funded by the Lease is attached as Exhibit A. The City adopted the necessary Intent to Finance resolutions prior to the expenditure of the funds for the purchase of the equipment. The City has previously created the Peachtree City Governmental Finance Corporation (the "Corporation" or "Lessor"), which will serve as the Lessor and title owner of the equipment. All of the Corporation's right, title, and interest in and to the Lease (other than any rights specifically reserved thereunder), including its right to receive payments under such Lease and to enforce the provisions thereof, will be assigned to the bank selected to provide the financing (the "Bank").

PROHIBITION AGAINST PUBLIC SALE: The Lessor and the Bank shall not assign the City's Lease or payments due thereon as a part of a plan to publicly offer participation interests therein.

AMORTIZATION: The Lease will be amortized quarterly, over a term of seven years for the fire truck and a term of five years or less for all other equipment, both terms of which are not in excess of the useful life of the respective equipment financed. The payments will be made on March 31, June 30, September 30 and December 31 of each year, with the first payment being made on December 31, 2009.

BANK QUALIFICATION: The City currently anticipates that the Lease will be "bank qualified."

SUBJECT TO ANNUAL APPROPRIATION: The Lease will be subject to annual appropriation by the City Council, in accordance with Georgia Law.

FORM OF LEASE AGREEMENT: Terri Finister of Murray Barnes Finister, LLP, Special Counsel to the City, will supply the form of the Master Lease Agreement, which form will comply with Georgia law, and any other legal documentation necessary to close the transaction.

PREPAYMENT OPTION: The City prefers that the Lease includes a prepayment option.

NON-SUBSTITUTION: The Lease will not contain a "non-substitution" clause.

INDEMNIFICATION: Any proposed indemnification by the City in the Lease will be qualified to the extent permitted by Georgia Law.

LEGAL OPINIONS: The City's legal counsel will provide any legal opinions reasonably required to be furnished by the City.

FEES AND EXPENSES: The City will not be responsible for any Bank fees or expenses, including but not limited to legal expenses incurred by the Bank in connection with the transaction.

ESCROW: At the option of the City, the proceeds of the Lease may be deposited in an escrow account acceptable to the Bank, with disbursements made therefrom to pay for equipment upon the execution and delivery of the required documentation.

INTEREST RATES PROPOSED: Interest rates should be proposed for lease terms of 3-years, 4-years, 5-years and 7-years, assuming the rate will be fixed at the time of funding for the term of each individual lease. Interest rates and/or an index shall be proposed for the anticipated equipment purchases which are scheduled to occur in 2009, 2010, and 2011.

RATINGS: The City's general obligation bond ratings are currently "Aa2" by Moody's and "AAA" by Standard & Poor's.

AWARD OF LEASE AND CLOSING DATE: The City Council is expected to approve the award of the Lease to the successful bidder at its regularly scheduled meeting on **Thursday, October 15, 2009**. The closing of the Lease will occur on a date to be mutually agreed upon by the City and the Bank.

ADDITIONAL INFORMATION: Bidders should contact either the City's Finance Director, Paul Salvatore, at (770) 487-7657 or Todd Barnes of Baird at (404) 264-2233 for additional information.

BID FORM

**To: Mr. Paul Salvatore, Director of Finance
Peachtree City, Georgia
c/o Mr. Todd Barnes, Managing Director
Robert W. Baird & Co.
Fax: 404-264-2231
call 404-264-2230 to confirm receipt**

We propose to enter into a Master Lease Agreement with the City, subject to the provisions set forth in the City's Request for Bids, at the interest rates set forth below, which are based on the Index (funding formula) set forth below:

Tax Exempt Fixed Rates

- 36-Month Lease
- 48-Month Lease
- 60-Month Lease
- 84-Month Lease

Index

Submitted by:

Company: _____

By: _____

Title: _____

Phone: _____

Fax: _____

Appendix A

City of Peachtree City, Georgia Summary of Equipment to be Financed

FY 2009 Budget

Police Vehicle Replacements (6)	\$	234,425
Fire Vehicle Replacement (1)		41,760
SCUBA Upgrades		141,750
	\$	<u>417,935</u>

FY 2010 Budget

Gasoline/Diesel Fuel System	\$	105,000
SCUBA Upgrades & Ultrox System		167,000
Police Vehicle Replacements (6)		267,000
Police Vehicle New - Contingency (1)		44,500
	\$	<u>583,500</u>

FY 2011 Budget

Fire Expedition Replacement	\$	46,715
Fire Medic 84 Replacement		120,750
Fire Rescue 8 Replacement		513,450
Police Vehicle Replacement		368,000
Police Fingerprint System		63,000
City Hall Telephone System Replacement		150,000
	\$	<u>1,261,915</u>

Three-Year Estimated Total	\$	<u><u>2,263,350</u></u>
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Appendix B

List of Bidders

Veverly C. Hicks
Branch Banking & Trust Co.
P.O. Box 31273
Charlotte, NC 28231
704-954-1710
vhicks@bbandt.com

Laurel Hord Hill, CTP
Wachovia Bank, N.A.
Government & Institutional Banking
360 Interstate North Parkway
Mail Code GA 4607
Atlanta, GA 30339-2216
678-589-4344
laurel.hill@wachovia.com

Dennis M. McDermott
SunTrust Leasing Corporation
Mail Code GA Atlanta 130
303 Peachtree Street, NE; 15th Floor
Atlanta, Georgia 30308
(404) 658-4751
dennis.mcdermott@suntrust.com

Charles T. McGuire
Bank of America Public Capital Corp.
Mail Code: VA2-300-18-02
1111 East Main Street, 18th Floor
Richmond, Virginia 23219-3500
(804) 788-3345
charles.mcguire@bankofamerica.com

Mike Romano
Bank of America
3700 Crestwood Parkway, Suite 1050
Mail Code GA7-430-10-01
Duluth, Georgia 30096
(770) 717-6426
mike.romano@bankofamerica.com

Bradley H. Murphey
United Community Bank
71 Bullsboro Drive
Newnan, GA 30265
(770) 252-1699
bradley_murphey@ucbi.com

Rick Cornejo
Regions Bank
Public, Institutional and Non-Profit Group
One Glenlake Parkway, Suite 400
Atlanta, GA 30328
(770) 206-5793
ricardo.cornejo@regions.com

Jacqueline Bretz
Capital One Public Funding, LLC
7644 Fallsburg Road
Newark, OH 43055
(866) 617-2337
jaci.bretz@capitalonebank.com

Rene O'Day
RBC Bank
420 S. Orange Avenue
Orlando, FL 32801
(407) 428-3008
rene.oday@rbc.com

Chad Parsons
Bank of North Georgia
8025 Westside Parkway
Alpharetta, GA 30009
(770) 476-6178
chadparsons@banknorthgeorgia.com

Alison Hastings
JP Morgan Chase
GA1-5000
3475 Piedmont Road, NE, 18th Floor
Atlanta, GA 30305-2954
(404) 386-8631
alison.a.hastings@jpmorgan.com

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

1. **Agreement.** Subject to the terms and conditions contained in this Master Equipment Lease-Purchase Agreement dated October __, 2009 (this "Agreement"), Peachtree City Governmental Finance Corporation, as lessor ("Lessor"), whose mailing address is 151 Willowbend Road, Peachtree City, GA 30269, hereby agrees to sell, transfer and lease to Peachtree City, Georgia, as lessee ("Lessee"), whose mailing address is 151 Willowbend Road, Peachtree City, GA 30269, and Lessee agrees to acquire, purchase and lease from Lessor, the items of personal property (together with any replacement parts, additions, substitutions, repairs or accessories now or hereafter incorporated in or affixed to it, hereinafter referred to collectively as the "Equipment") described in each Equipment Schedule (hereinafter referred to as an "Equipment Schedule") that may from time to time be executed by Lessor and Lessee that specifically incorporates the terms and conditions of this Agreement by reference (any such Equipment Schedule hereinafter referred to as a "Lease"). Each Equipment Schedule (including the terms and conditions incorporated therein by reference) executed and delivered by Lessor and Lessee pursuant to this Agreement shall be considered a separate and independent Lease.

This Agreement is not a commitment by Lessor to enter into any Lease not currently in effect, and nothing in this Agreement shall impose, or be construed to impose, any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

2. **Term.** The term of this Agreement begins as of the date hereof and shall continue so long as any amounts remain unpaid under a Lease. The term of each Lease shall commence on, and interest shall accrue from, the date identified in the related Equipment Schedule (the "Commencement Date") and shall continue for the number of months stated in such Equipment Schedule (the "Scheduled Term"), unless Lessee shall have terminated such Lease pursuant to Paragraph 2 of the State of Georgia Addendum attached to a Lease or Paragraph 10 of this Agreement or Lessor shall have terminated such Lease pursuant to Paragraph 16 of this Agreement (the Scheduled Term upon its expiration or as so terminated is herein referred to as the "Lease Term"). Lessee authorizes Lessor to insert the applicable Commencement Date in each Equipment Schedule. A Lease may be initiated pursuant to this Agreement on any date occurring before _____, 2012, subject to three successive annual renewals at the option of the Lessor.

3. **Rental Payments.** Lessee agrees to pay the rental payments under each Lease for the applicable Lease Term in the amounts and on the dates identified in the related Equipment Schedule. Payment of all rental payments and other amounts payable under a Lease shall be made to Lessor at its above-stated address or as it shall otherwise designate in writing. As set forth in each Equipment Schedule, a portion of each rental payment under a Lease is paid as, and represents payment of, interest, and the balance of each rental payment is paid as, and represents payment of, principal. Rental payments under an Equipment Schedule hereunder shall be made quarterly in substantially equal amounts during the scheduled term of three, four, five or seven years as designated in the Schedule. Interest components shall be based on _____% for

three-year term schedules, _____% for four-year term schedules, _____% for five-year term schedules and _____% for seven-year term schedules of the [index/method of determining interest rate].

4. **Essentiality.** Subject to Paragraph 2 of the State of Georgia Addendum attached to a Lease, Lessee's present intention is to make rental payments for the Scheduled Term of each Lease as long as it has sufficient appropriations or other legally available funds. In that regard, Lessee represents that, with respect to each Lease, (a) the use and operation of the Equipment is essential to its proper, efficient and economic governmental operation and (b) the functions performed by the Equipment could not be transferred to other equipment available for its use. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the conclusion of the Scheduled Term of the related Lease.

5. **Disclaimer of Warranties.** LESSEE REPRESENTS THAT IT HAS SELECTED THE EQUIPMENT PRIOR TO HAVING REQUESTED LESSOR TO FINANCE THE SAME. LESSEE AGREES THAT LESSOR HAS NOT MADE ANY, AND MAKES NO, REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING (WITHOUT LIMITATION) THE SUITABILITY OF THE EQUIPMENT, ITS DURABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, ITS MERCHANTABILITY, ITS CONDITION, ITS CAPACITY, ITS OPERATION, ITS PERFORMANCE, ITS DESIGN, ITS MATERIALS, ITS WORKMANSHIP AND/OR ITS QUALITY. AS BETWEEN LESSEE AND LESSOR, LESSEE LEASES, PURCHASES AND ACQUIRES THE EQUIPMENT "AS IS" "WHERE IS" AND "WITH ALL FAULTS." Lessor hereby assigns to Lessee, to the extent that it may lawfully do so, so long as no Event of Default and no event resulting in the termination of a Lease (an "Event of Nonappropriation"), as provided in Paragraph 2 of the State of Georgia Addendum attached to such Lease shall have occurred and be continuing under a Lease, all rights and benefits that Lessor may have under any warranty, guaranty or the like which may be made with respect to the Equipment by the manufacturer, seller and/or supplier (collectively, the "Vendor") thereof. Lessor shall not be liable to Lessee or any third party for any loss, damage, injury or expense of any kind or nature caused directly or indirectly by any of the Equipment or the use or maintenance thereof or any defect therein, the failure of operation thereof or by any interruption of service or loss of use thereof or for any loss of business or damage whatsoever and howsoever caused. Lessor makes no warranty as to the treatment of any Lease for tax or accounting purposes or as to the compliance of the Equipment with applicable government regulations or requirements. Lessee agrees to look solely to the Vendor for any claim arising from any defect, breach of warranty, failure or delay in delivery, mis-delivery or inability to use the Equipment for any reason whatsoever and Lessee's obligations to Lessor under any Lease shall not in any manner be affected thereby, including (without limitation) Lessee's obligations to pay Lessor all rental payments and other amounts payable under the related Lease. Lessee has selected both the Equipment and the Vendor and acknowledges that Lessor has not participated in any way in Lessee's selection of the Equipment or the Vendor. Lessor has no obligation to install, erect, test, adjust, service or maintain the Equipment.

6. **Delivery and Acceptance; Quiet Enjoyment.** Lessee shall accept the Equipment upon its delivery and authorizes Lessor to insert on the Equipment Schedule the serial numbers and any additional description of the items of Equipment so delivered. As evidence of said acceptance, Lessee shall execute and deliver to Lessor a Certificate of Acceptance in the form attached as Exhibit A-1 to each Equipment Schedule. During the Lease Term of each Lease, Lessee shall be entitled to quiet enjoyment of the Equipment identified therein, subject to the terms of this Agreement.

7. **Use of Equipment; Maintenance and Repairs.** Lessee shall keep the Equipment within the State at the "Equipment Location" stated in the related Equipment Schedule and Lessee shall not remove any of the Equipment therefrom without Lessor's prior written consent. Lessee shall use the Equipment in a careful manner and shall at all times, at its sole expense, keep the Equipment in good operating condition, repair and appearance and comply with all laws, ordinances, regulations or requirements of any governmental authority, official, board or department relating to its installation, possession, use or maintenance. Lessee shall not make any alterations, additions, or improvements to the Equipment which are not readily removable without causing damage to or reducing the value of the Equipment. All alterations, additions, or improvements not readily removable shall become property of Lessor.

8. **Title to Equipment; Security Interest.** During the Lease Term of each Lease, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Paragraph 16 of this Agreement or an Event of Nonappropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any right, title or interest of Lessee. Lessee, at its expense, will protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and will keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons. Lessor shall have the right during normal hours, upon reasonable prior notice to Lessee, to enter upon the premises where the Equipment is located in order to inspect the Equipment.

To secure the performance of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor, and Lessor shall have and retain, a security interest constituting a first lien on the Equipment delivered under each respective Lease and on any proceeds therefrom. Lessee agrees to execute and deliver such additional documents, including, without limitation, opinions of counsel, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment or for the confirmation or perfection of each Lease and Lessor's rights thereunder.

9. **Personal Property.** The Equipment shall be and remain personal property notwithstanding the manner in which it may be attached or affixed to realty. Lessee covenants that, unless Lessee owns the premises in which the Equipment is to be located and such premises are not subject to any mortgage or lease, at Lessor's request, Lessee shall provide Lessor with a waiver from each landlord and/or mortgagee of the premises in which the Equipment is to be located of any rights which such landlord and/or mortgagee may have in respect of any of the Equipment.

10. **Purchase of Equipment by Lessee; Prepayment.** At the option of Lessee, and provided that no Event of Default has occurred and is continuing under a Lease, Lessor's title to and interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, and such Lease shall terminate: (a) upon payment in full of the rental payments under such Lease and all other payments then due thereunder or (b) on any rental payment date under such Lease, provided Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the rental payment due on such date, an amount equal to the concluding payment (the "Concluding Payment") shown for such rental payment date in the rental payment schedule included in the applicable Lease. Lessee shall not have the option to purchase the Equipment under a Lease as provided in the foregoing clause (b) on any rental payment date under such Lease for which a Concluding Payment is not stated in the applicable rental payment schedule.

11. **Risk of Loss.** Lessee shall bear the entire risk of loss, theft, destruction of or damage to the Equipment or any part thereof from any cause whatsoever during the Lease Term of each Lease and thereafter until redelivery to a location designated by Lessor, and shall not be relieved of the obligation to pay rental payments or any other obligation thereunder because of any such occurrence. If (a) the Equipment or any portion thereof under a Lease is destroyed (in whole or in part) or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof under a Lease is taken under the exercise of the power of eminent domain, Lessee shall immediately notify Lessor. Lessee and Lessor shall cause the net proceeds of any insurance claim (including self-insurance) or condemnation award to be applied, at Lessor's option, to (i) the prompt repair, restoration, modification or replacement of the Equipment so affected or (ii) the payment in full of the then applicable Concluding Payment. Any balance of net proceeds remaining after completion of such work or payment of such Concluding Payment shall be paid promptly to Lessee. If the net proceeds are insufficient to pay the costs of such repair, restoration, modification or replacement or to pay such Concluding Payment in full, Lessee shall, at Lessor's direction, either complete the work or pay the then applicable Concluding Payment in full and in either case pay any cost in excess of the amount of net proceeds, but only from legally available funds.

12. **Insurance.** In the event Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total rental payments for the Scheduled Term of the applicable Lease, or (b) the full replacement cost of the Equipment without consideration for depreciation. Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by the owners of like property, with companies satisfactory to Lessor. Each policy shall provide that, as to the interest or coverage of Lessor or Lessor's assignee, the insurance afforded thereby shall not be suspended, forfeited or in any manner prejudiced by any default or by any breach of warranty, condition or covenant on the part of Lessee. If Lessee shall fail to provide any such insurance required under a Lease or, within ten (10) days after Lessor's request therefor, shall fail to deliver the policies or certificates

thereof to Lessor, then Lessor, at its option, shall have the right to procure such insurance and to add the full cost thereof to the rental payment next becoming due, which Lessee agrees to pay as additional rent. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Lessee shall pay the premiums for such insurance and deliver to Lessor satisfactory evidence of the insurance coverage required under each Lease. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payments of and execute and endorse all documents, checks or drafts received in payment for loss or damage under any such insurance policy. If Lessee is self-insured with respect to equipment such as the Equipment under an actuarially sound self-insurance program that is acceptable to Lessor, Lessee shall maintain during the Lease Term of each Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

13. **Fees; Taxes and Other Governmental Charges; Liens.** Lessee covenants and agrees at all times to keep the Equipment free and clear of all levies, liens (other than those created under the applicable Lease) and encumbrances, and to pay all charges, taxes and fees (including any recording or stamp fees or taxes) that may now or hereafter be imposed upon the ownership, leasing, rental, sale, purchase, possession or use of the Equipment and shall give Lessor immediate written notice of any of the foregoing. If any of same shall remain unpaid when due, Lessor may pay same and add such payment to the rental payment next becoming due, as additional rent. Lessee shall execute and deliver to Lessor upon Lessor's request such further instruments and documents containing such other assurances as Lessor deems necessary or advisable for the confirmation or perfection of Lessor's rights under each Lease or to otherwise effectuate the intent of this Agreement and each Lease.

14. **Indemnification.** To the extent permitted by law, Lessee shall indemnify and save Lessor, its officers, employees, agents, servants, successors and assigns, harmless from any and all liabilities (including, without limitation, negligence, tort and strict liability), damages, expenses, claims, actions, proceedings, judgments, settlements, losses, liens and obligations, including (without limitation) attorneys' fees and costs, arising out of the ordering, purchase, delivery, rejection, non-delivery, ownership, selection, possession, leasing, renting, financing, operation, control, use, condition, maintenance, delivery, transportation, storage, repair, return or other disposition of the Equipment, any claims arising under federal, state or local environmental protection and hazardous substance clean up laws and regulations and any claims of patent, trademark or copyright infringement or, in the event that Lessee shall be in default under a Lease, arising out of the condition of any item of Equipment sold or disposed of after use by Lessee, including (without limitation) claims for injury to or death of persons and for damage to property. The indemnities, assumption of liabilities and obligations herein provided shall be payable solely from funds legally available for such purpose and shall continue in full force and effect notwithstanding the expiration, termination or cancellation of this Agreement or any Lease for any reason whatsoever.

15. **Assignment; Subleasing.** LESSEE SHALL NOT ASSIGN, PLEDGE, MORTGAGE, SUBLET OR OTHERWISE TRANSFER OR ENCUMBER ANY OF ITS

RIGHTS UNDER THIS AGREEMENT, ANY LEASE OR IN THE EQUIPMENT OR ANY PART THEREOF, NOR PERMIT ITS USE BY ANYONE OTHER THAN LESSEE AND ITS REGULAR EMPLOYEES, WITHOUT LESSOR'S PRIOR WRITTEN CONSENT. ANY SUCH PURPORTED TRANSFER, ASSIGNMENT OR OTHER ACTION WITHOUT LESSOR'S PRIOR WRITTEN CONSENT SHALL BE VOID.

Lessor may, at any time and from time to time, assign, transfer or otherwise convey all or any part of its interest in the Equipment, this Agreement and one or more Leases, including, but not limited to, Lessor's rights to receive the rental payments under a Lease or any part thereof (in which event Lessee agrees to make all rental payments thereafter to the assignee designated by Lessor) without the necessity of obtaining Lessee's consent, *provided, however*, Lessor will deliver to Lessee prior written notice of an assignment. No such assignment, transfer or conveyance shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee. During the term of this Agreement, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments with respect to each Lease in form necessary to comply with Section 149 of the Internal Revenue Code of 1986, as amended (the "Code"). Lessee agrees (unless otherwise stated), if so requested, to acknowledge each such assignment in writing within 15 days after request therefor in the form attached as Exhibit A-3 to each Equipment Schedule. Lessee further agrees that any moneys or other property received by Lessor as a result of any such assignment, transfer or conveyance shall not inure to Lessee's benefit.

16. **Events of Default; Remedies.** Each of the following events constitutes an "Event of Default" with respect to a Lease: (a) Lessee fails to pay in full the rental payment due under such Lease on any date upon which such rental payment is due; (b) Lessee fails to comply with any other agreement or covenant of Lessee under such Lease for a period of 30 days following receipt of written notice of violation of such agreement or covenant and demand that such violation be remedied; (c) Lessee institutes any proceedings under any bankruptcy, insolvency, reorganization or similar law or a receiver or similar officer is appointed for Lessee or any of its property; (d) any warranty, representation or statement made in writing by or on behalf of Lessee in connection with such Lease is found to be incorrect or misleading in any material respect on the date made; (e) actual or attempted sale, lease or encumbrance of any of the Equipment under such Lease or the making of any levy, seizure or attachment thereof or thereon; or (f) an Event of Default occurs under any other Lease.

Immediately upon the occurrence of an Event of Default under a Lease, Lessor may terminate the affected Lease and any other Lease or Lessee's rights thereunder and in any such event repossess the Equipment under such Lease or Leases, which Lessee hereby agrees, at its expense, to surrender promptly to Lessor at such location in the continental United States as Lessor shall direct. Such right of repossession and other rights as specifically provided in this Paragraph 16 shall constitute the sole remedies for Lessee's failure to make payments or otherwise perform its obligations when required under any Lease. If Lessor is entitled to repossess the Equipment under any provision of this Agreement, Lessee shall permit Lessor or its agents to enter the premises where the Equipment is then located. In the event of any such repossession, Lessee shall execute and deliver such documents as may reasonably be required to

restore title to and possession of the Equipment to Lessor, free and clear of all liens and security interests to which the Equipment may have become subject. Upon repossession, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee, Lessee agrees, at its option, to (a) repair and restore the Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) or (b) pay to Lessor the reasonable costs of such repair and restoration. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Nonappropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total rental payments that would have been paid during the Scheduled Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

If Lessor terminates a Lease under this Paragraph 16 or an Event of Nonappropriation occurs under a Lease and in either case Lessee continues to use the Equipment leased thereunder or if Lessee otherwise refuses to pay rental payments under a Lease due during a Fiscal Period for which Lessee's governing body has appropriated sufficient legally available funds to pay such rental payments due under a Lease, Lessor (i) may declare the rental payments due and owing for the Fiscal Period for which such appropriations have been made to be immediately due and payable and (ii) shall be entitled to bring such action at law or in equity to recover money and other damages attributable to such holdover period for the Equipment under such Lease.

Lessor shall also be entitled to exercise any or all remedies available to a secured party under the applicable Uniform Commercial Code and all other rights and remedies that Lessor may have at law or in equity. All rights and remedies of Lessor shall be cumulative and not alternative. Lessor's failure to exercise or delay in exercising any right or remedy shall not be construed as a waiver thereof, nor shall a waiver on one occasion be construed to bar the exercise of any right or remedy on a future occasion. Lessee agrees to reimburse Lessor for any expenses reasonably incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor, but only from legally available funds.

17. **Late Payments.** Whenever any rental payment or other amount payable to Lessor by Lessee under a Lease is not paid within ten (10) days after such due date, Lessee agrees to pay Lessor a late charge on the delinquent amount at the rate of one percent (1%) per month, or the maximum amount permitted under applicable law, whichever is less. Such amount(s) shall be payable solely from legally available funds in addition to all amounts payable by Lessee as a result of the exercise of any of the remedies herein provided.

18. **Rental Payments to Be Unconditional.** Except as expressly set forth in this Agreement (including Paragraph 2 of the State of Georgia Addendum attached to a Lease), including but not limited to an Event of Non-Appropriation, Lessee agrees that as of the Commencement Date identified in the related Equipment Schedule, Lessee's obligations under each Lease are absolute and unconditional and shall continue without set-off, deduction, counterclaim, abatement, recoupment or reduction and regardless of any disability of Lessee to use the Equipment or any part thereof because of any reason including, but not limited to, war,

act of God, governmental regulations, strike, loss, damage, destruction, obsolescence, failure of or delay in delivery or failure of the Equipment to operate properly.

19. **Tax Covenants.** Lessee agrees that it will not take any action that would cause the interest component of rental payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in a timely manner, any action which omission would cause the interest component of rental payments under any Lease to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee agrees to (a) execute and deliver to Lessor with respect to each Lease, upon Lessor's request, a tax certificate and agreement in form and content acceptable to Lessor and Lessee, relating to the establishment and maintenance of the excludability from gross income of the interest component of rental payments under such Lease for federal income tax purposes, and (b) complete and file in a timely manner an information reporting return with respect to each Lease as required by the Code.

Lessee represents that neither Lessee nor any agency or unit of Lessee has on hand any property, including cash and securities, that is legally required or otherwise restricted (no matter where held or the source thereof) to be used directly or indirectly to purchase the Equipment. Lessee has not and will not establish any funds or accounts (no matter where held or the source thereof) the use of which is legally required or otherwise restricted to pay directly or indirectly rental payments under a Lease.

If Lessee breaches the covenant contained in this Paragraph 19 as provided in a Lease, the interest component of rental payments under such Lease may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, Lessee agrees to pay promptly after any such determination of taxability and on each rental payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error).

It is Lessor's and Lessee's intention that each Lease not constitute a "true" lease for federal income tax purposes and therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment under each Lease for federal income tax purposes.

20. **Lessee Representations and Warranties.** Lessee hereby represents and warrants to and agrees with Lessor that:

(a) Lessee is a state or a political subdivision thereof within the meaning of Section 103(c) of the Code and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

(b) Lessee has the power and authority under applicable law to enter into the transactions contemplated by this Agreement and each Lease and has been duly

authorized to execute and deliver this Agreement and each Lease and to carry out its obligations hereunder and thereunder. Lessee has provided to Lessor a full, true and correct copy of a resolution or other appropriate official action of Lessee's governing body (a form of which is attached as Exhibit D hereto) specifically authorizing Lessee to execute and deliver this Agreement and each Lease and all documents contemplated hereby and thereby. Lessee has provided to Lessor a full, true and correct copy of an Incumbency Certificate in substantially the form attached as Exhibit B hereto relating to the authority of the officers who have executed and delivered this Agreement and who will execute and deliver each Lease and all documents in connection herewith and therewith on behalf of Lessee.

(c) All requirements have been met and procedures have occurred in order to ensure the enforceability of this Agreement and each Lease, and Lessee has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this Agreement and each Lease.

(d) Lessee is not subject to any legal or contractual limitation or provision of any nature whatsoever that in any way limits, restricts or prevents Lessee from entering into this Agreement or any Lease or performing any of its obligations hereunder or thereunder, except to the extent that such performance may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, known to be pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement, any Lease or any other agreement or instrument to which Lessee is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or any Lease. All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement and each Lease or in connection with the carrying out by Lessee of its obligations hereunder and thereunder have been obtained.

(f) The payment of the rental payments or any portion thereof under each Lease is not (under the terms of this Agreement or any Lease) directly or indirectly (i) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (ii) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local government unit. No portion of the purchase price for the Equipment will be used, directly or indirectly, to make or finance loans to any person other than Lessee.

Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(g) The entering into and performance of this Agreement and each Lease will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment pursuant to an indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(h) Lessee's name as indicated on the first page of this Agreement is its true, correct and complete legal name.

(i) The useful life of the Equipment will not be less than the Scheduled Term of the related Lease.

(j) Lessee has entered into, or will enter into, each Lease for the purpose of purchasing, acquiring and leasing the Equipment and not for the purpose of refinancing any outstanding obligation of Lessee more than 90 days in advance of its payment or prepayment date. The purchase price for the Equipment has been or will be paid directly by Lessor to the Vendor, and either (i) no portion of the purchase price for the Equipment has been or will be paid to Lessee as reimbursement for any expenditure paid by Lessee more than 60 days prior to the execution and delivery of the applicable Lease; or (ii) Lessee's has taken official action through a resolution or other official action of Lessee's governing body ("Declaration of Official Intent") to comply with Treasury Regulations Section 1.150-2 ("Reimbursement Regulation") within 60 days of Lessee's expenditure for all or a portion of the purchase price of the Equipment. Lessee has provided to Lessor a full, true and correct copy of the Declaration of Official Intent.

(k) The application, statements and credit or financial information submitted by it to Lessor are true and correct and made to induce Lessor to enter into this Agreement and each Lease.

(l) During the term of this Agreement, Lessee shall (i) provide Lessor, no later than ten days prior to the end of each Fiscal Period (commencing with the current Fiscal Period), with current budgets or other proof of appropriation for the ensuing Fiscal Period and such other information relating to Lessee's ability to continue the Lease Term of each Lease for the next succeeding Fiscal Period as may be reasonably requested by Lessor and (ii) furnish or cause to be furnished to Lessor, at Lessee's expense, as soon as available and in any event not later than 180 days after the close of each Fiscal Period, the audited financial statements of Lessee at the close of and for such Fiscal Period, all in reasonable detail, audited by and with the report of Lessee's auditor.

(m) On the Commencement Date of each Lease, Lessee shall cause to be executed and delivered to Lessor an Opinion of Lessee's Counsel in substantially the form attached as Exhibit C hereto.

(n) Lessee has not previously failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation.

21. Execution in Counterparts; Chattel Paper. This Agreement and each Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Agreement incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

22. Applicable Law. THIS AGREEMENT AND EACH LEASE SHALL BE CONSTRUED UNDER THE LAWS OF THE STATE OF GEORGIA.

23. Binding Effect; Severability; Survival. This Agreement and each Lease shall not become effective until accepted by Lessor at its herein-described office, and upon such acceptance shall inure to and bind the parties, their successors, legal representatives and assigns. No provision of this Agreement or any Lease that may be construed as unenforceable shall in any way invalidate any other provision hereof or thereof, all of which shall remain in full force and effect.

24. Miscellaneous Provisions. Any notice to a party hereunder shall be deemed given when mailed to said party by certified mail, return receipt requested, at its address set forth herein or such other address as either may designate for itself in such notice to the other. This Agreement and each Lease constitute the entire mutual understanding of the parties regarding the subject matter hereof and thereof and may not be modified except in writing, signed by the party against whom such modification is asserted. Upon the request of Lessor, Lessee shall at any time and from time to time execute and deliver such further documents and do such further acts as Lessor may reasonably request in order fully to effect the purposes of each Lease and any assignment thereof. In the event a court with competent jurisdiction rules that the interest rate charged under a Lease exceeds the maximum rate of interest allowed by applicable law, then the effective rate of interest under such Lease shall be automatically reduced to the maximum lawful rate allowable under the applicable laws.

(SEAL)

Attest:

Betsy Tyler, Secretary

PEACHTREE CITY GOVERNMENTAL
FINANCE CORPORATION

By: _____
Harold Logsdon, President

(SEAL)

Attest:

Betsy Tyler, City Clerk

PEACHTREE CITY, GEORGIA

By: _____
Harold Logsdon, Mayor

EXHIBIT A

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

EQUIPMENT SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE

AGREEMENT No.: 1

DATE OF MASTER EQUIPMENT

LEASE-PURCHASE AGREEMENT: _____, 2009

EQUIPMENT SCHEDULE No.: _____

EQUIPMENT SCHEDULE DATE: _____

LESSEE:

PEACHTREE CITY, GEORGIA

COMMENCEMENT DATE: _____

SCHEDULED TERM (NUMBER OF MONTHS): _____

1. DESCRIPTION OF THE EQUIPMENT:

SUPPLIER	QUANTITY	DESCRIPTION OF UNITS OF EQUIPMENT	SERIAL NUMBERS (IF AVAILABLE)
----------	----------	--------------------------------------	----------------------------------

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: _____

3. RENTAL PAYMENT SCHEDULE:

The rental payments shall be made for the Equipment as follows:

DATE DUE	PRINCIPAL COMPONENT	INTEREST COMPONENT	TOTAL RENTAL PAYMENT DUE	CONCLUDING PAYMENT*
----------	------------------------	-----------------------	-----------------------------	------------------------

4. Lessee's current Fiscal Period extends from October 1 to September 30.
5. For purposes of this Schedule, "State" means the State of Georgia.
6. The terms and provisions of the Master Equipment Lease-Purchase Agreement described above (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.
7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease-Purchase Agreement (particularly Paragraph 20 thereof) are true and correct as though made on the date of execution of this Schedule.

PEACHTREE CITY, GEORGIA
as Lessee

PEACHTREE CITY GOVERNMENTAL FINANCE
CORPORATION
as Lessor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

* Assumes that all rental payments and additional rentals due on and prior to that date have been paid.

EXHIBIT A-1

(TO EQUIPMENT SCHEDULE NO. ____)

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease-Purchase Agreement No. 1 dated _____, 2009 (the "*Agreement*"), which is incorporated by reference into that certain Equipment Schedule No. ____ dated _____, 20__ (the "*Lease*"), each with Peachtree City Governmental Finance Corporation, as lessor ("*Lessor*"), hereby certifies:

1. The items of the Equipment identified in the Lease (the "*Equipment*") have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.
4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No Event of Default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof.
7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current Fiscal Period.
8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.
9. The following documents are attached hereto and made a part hereof:

- (a) Equipment List;
- (b) Original Invoice(s); and
- (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

Date: _____

PEACHTREE CITY, GEORGIA
as Lessee

By: _____
Name: _____
Title: _____

EXHIBIT A-2

(TO EQUIPMENT SCHEDULE NO. ____)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

EXHIBIT A-3

(TO EQUIPMENT SCHEDULE NO. ____)

**NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND
ASSIGNMENT OF LEASE**

Peachtree City Governmental Finance Corporation ("*Lessor*") and Peachtree City, Georgia ("*Lessee*") have entered into a Master Equipment Lease-Purchase Agreement dated _____, 2009 and Equipment Schedule No. ____ dated _____, 20__ (collectively the "*Lease*"), under which Lessee has, or will have prior to its execution hereof, leased equipment (the "*Equipment*") described in such Equipment Schedule.

Lessee is hereby notified that Lessor has assigned its right, title and interest in and to the Lease, the leased Equipment and the rental payments as permitted by the Lease.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which Lessor's assignee ("*Assignee*") renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"ASSIGNEE"

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Lease or made any warranties whatsoever as to the Lease or the Equipment. Lessee agrees that no change may be made to the Lease without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease are true and correct on the date hereof.

Date: _____

PEACHTREE CITY, GEORGIA,
as Lessee

By: _____

Name: _____

Title: _____

EXHIBIT A-4

(TO EQUIPMENT SCHEDULE NO. 1)

Re: Master Equipment Lease-Purchase Agreement dated _____, 20__ and
Equipment Schedule No. ____ thereto

Please see attached GIRMA Certificate Request Form

Very truly yours,

PEACHTREE CITY, GEORGIA

By: _____
Name: _____
Title: _____

EXHIBIT A-5

(TO EQUIPMENT SCHEDULE NO. ____)

[TO BE TYPED ON LESSEE'S LETTERHEAD]

Peachtree City Governmental Finance Corporation
151 Willowbend Road
Peachtree City, GA 30269

Re: Master Equipment Lease-Purchase Agreement dated _____, 20____
and Equipment Schedule No. ____ thereto

Ladies and Gentlemen:

Under the above-referenced Equipment Schedule No. ____, Peachtree City, Georgia, as lessee ("*Lessee*"), is required to maintain certain insurance policies with respect to the Equipment subject thereto, *provided* that insurance policies are not required if Lessee has an actuarially sound self-insurance program that is acceptable to Peachtree City Governmental Finance Corporation. This letter is for the purpose of describing Lessee's self-insurance program.

[Describe self-insurance program for property damage - whether a self-insurance fund or contingency fund is maintained; and whether there is an excess policy in which case an insurance authorization letter must be attached.]

[Describe self-insurance program for public liability risks - whether a self-insurance fund or contingency account is maintained; whether the Lessee's public liability exposure is capped pursuant to a Tort Claims Act; and whether the Lessee maintains an excess liability policy, in which case an insurance authorization letter must be attached.]

Please do not hesitate to contact me if you have any questions concerning this letter.

Very truly yours,

PEACHTREE CITY, GEORGIA

By: _____
Name: _____
Title: _____

EXHIBIT A-6

(TO EQUIPMENT SCHEDULE NO. ____)

[ATTACH UCC-1 WITH ATTACHMENT]

EXHIBIT B

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Peachtree City, Georgia, a political subdivision organized under the laws of the State of Georgia, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease-Purchase Agreement, dated _____, 20__ (the "Agreement") and Equipment Schedule No. ____ thereto dated _____, 20__ (the "Schedule"), each between Peachtree City, Georgia and Peachtree City Governmental Finance Corporation, as lessor.

NAME	TITLE	SIGNATURE
Harold Logsdon, Mayor	Mayor	_____
Doug Sturbaum	Council Member Post 2	_____
Steve Boone	Council Member Post 3	_____
Cyndi Plunkett	Council Member Post 4	_____

I hereby further certify that the individual named below holds the office set forth opposite his/her name and is duly authorized to execute Certificates of Acceptance and other documents relating to the Agreement and the Schedule.

NAME	TITLE	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of
Peachtree City, Georgia hereto.

[SEAL]

(Secretary/Clerk)

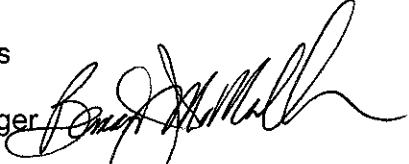
(other than the person signing the documents)

EXHIBIT C

FORM OF OPINION OF LESSEE'S COUNSEL

CITY OF PEACHTREE CITY

MEMO TO: Mayor and City Council Members

FROM: Bernard J. McMullen, City Manager 

VIA: Paul J. Salvatore, Financial Services Director *P.S.*
Janet I. Camburn, Assistant Finance Director *JC*

DATE: October 9, 2009

SUBJECT: Banking Services
October 15, 2009 Council Agenda

Recommendation:

That City Council award a one-year contract to SunTrust Bank for comprehensive banking services for the City of Peachtree City, with two one-year, automatic renewals; and authorize the Mayor or City Manager, after review by the City Attorney, to sign all contracts and/or agreements required for these services.

Discussion:

On August 10, 2009, the City issued requests for proposals (RFP) to local banking institutions and placed the RFP on the City's web site. The request required those banking institutions interested in these services to attend one of two pre-proposal meetings that were held in City Council Chambers on Thursday, August 20, 2009, and Tuesday, August 25, 2009. Nineteen (19) individuals representing nine (9) banking institutions attended the pre-proposal meeting. The Financial Services Director, the Assistant Finance Director, the Budget Analyst/Accountant and the Purchasing Agent represented the City at the meetings. Two addendums to the original RFP were issued – the first immediately following the pre-proposal meetings and the second approximately one week later. Proposals were due by 5:00 p.m. local time on Thursday, September 3, 2009.

The City received proposals from eight (8) banking institutions – SunTrust Bank, United Community Bank, Wachovia Bank, Bank of North Georgia, JP Morgan Chase, BB&T, Bank of America, and Regions Bank. The proposals were evaluated by a committee of five (5) on the following criteria:

Qualifications/Experience	10%
Bank Soundness/Financial Stability	10%
Response Completeness of Proposal	10%
Relationship Support	10%
References	10%
Cost/Interest Proposal	50%

The preliminary review looked at all items except the bank soundness/financial stability and cost/interest proposal portions. The next review looked at the bank soundness/financial stability

and cost/interest proposals that included the cost of the requested banking services (both current and new services), the required monthly compensating balance to support \$1.00 of services, the total required monthly compensating balance, and interest rate factors.

Upon completion the evaluation the total points for the top four (4) banks (out of 100) were as follows:

SunTrust Bank	93.52
Bank of North Georgia	91.18
Wachovia Bank	78.82
BB&T	77.01

The factors that placed both SunTrust and Bank of North Georgia with the most points were 1) SunTrust is not requiring any compensating balances with the bank, resulting in interest earnings on all funds placed at SunTrust and 2) Bank of North Georgia recommended a higher rate of interest than any other bank on funds not required as compensating balances. These factors resulted in the higher points.

The Financial Services Director and the Assistant Finance Director interviewed representatives of SunTrust Bank and Bank of North Georgia. A representative of Wachovia Bank was also interviewed since they are the City's current banking institution and we were aware of costs associated with changing banks. After these interviews were complete, additional checking was made of both SunTrust's and Bank of North Georgia's bank soundness and financial stability, with SunTrust continuing to show the most positive financial stability. A final check on SunTrust references was also positive, with one County Finance Officer indicating that she was "extremely pleased with their relationship with SunTrust Bank and that the Relationship Manager and her team were always there for them."

SunTrust is a Georgia chartered bank with headquarters in Atlanta. As of June 30, 2009, the bank's total assets were \$176.7 billion making them the largest Georgia chartered bank. The Relationship Manager that would be assigned to this account is Charlene Craig who has more than 20 years experience in the financial banking industry. She joined SunTrust bank in 2000 and has been in her current position as Relationship Manager for government sector clients since 2006.

Based on the evaluation of the proposals, additional review, and reference checks, Staff recommends that the City award a one-year contract, with two one-year automatic renewals to SunTrust Bank at the October 15, 2009 City Council meeting. Implementation is expected to be complete by January 1, 2010.

A representative of SunTrust Bank, will be available at the October 15, 2009, Council meeting to answer any questions that you may have.

Budget Impact:

There is no specific budget impact for this action. However, it is expected that the City's relationship with SunTrust bank will offer an opportunity to maximize the City's interest earnings in both the current economy and in the future.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Interim Community Development Director *David*

VIA: City Manager *Benon M. Mall*
Financial Services Director *P.S.*
Purchasing Agent *David A. Brinkley*
City Engineer

DATE: October 8, 2009

SUBJECT: Approval of Contract with Lewallen Construction Company, Inc. for the construction of the SR 54 W/ CSX multi-use path connections
October 15, 2009 City Council agenda

Recommendation:

Award the bid for the construction of the SR 54 W/ CSX multi-use path connections to Lewallen Construction Company, Inc. (Contractor) in the amount of \$157,490.00 contingent upon receipt of the Notice to Proceed (NTP) from the Georgia Department of Transportation (GDOT).

Discussion:

At the last meeting, Staff presented the contract between GDOT and the city for the construction of the referenced project to City Council and requested that you authorize the Mayor to sign this contract. The signed contract was returned to ARC on Monday, October 5 and has been forwarded to GDOT for processing. Once GDOT signs the contract, they will forward the NTP to the City and authorize us to enter into a contract with the Contractor and commence work. To date, we have not received the NTP.

The City Attorney will ensure all of the requirements identified within the contract between the city and GDOT are included within the contract between the city and the Contractor. As soon as the NTP is received from GDOT, we want to be ready to enter into the contract with our Contractor and begin work on this project.

Budget impact:

Funding for the local portion of this project is available in Fund 355-4110-54-1430 (Project 115).

Attachment

**CITY OF PEACHTREE CITY
BID TABULATION SHEET**

BID TITLE: Park Connections

DATE: 22 September 2009

BUDGET:

BIDS OPENED BY: *Charlotte Burns*
WITNESSED BY: *Angela Egan*

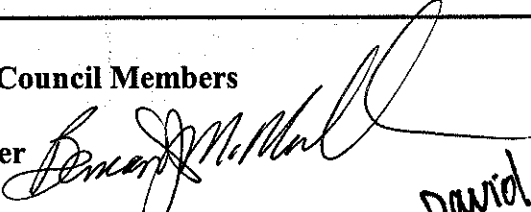
TIME COMPLETED: 2:15 pm

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
B+S Paving	4185 Roosevelt Hwy College Park, GA 30349	\$390,046.16	✓	
Tri Scapes	Cumming, GA	\$169,640.00	✓	
Lewallen Construction	Marietta, GA	\$157,490.00	✓	
JHC Corporation	Peachtree City, GA	\$197,400.00	✓	
McCoy Grading	Greenville, GA	\$300,578.00	✓	
Brent Scarbrough	Fayetteville, GA	\$166,000.00	✓	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager 

FROM: Interim Community Development Director *David*

DATE: October 8, 2009

SUBJECT: Consider request to extend sanitary sewer from city limits to 1992 SR 54 within unincorporated Fayette County
October 15, 2009 City Council agenda

Recommendation:

Staff is providing this information to City Council at the request of the Applicant.

Discussion:

City Staff is in receipt of a request from Millenia Realty Group, LLC to extend sanitary sewer from Peachtree City into unincorporated Fayette County. The Applicant is requesting that they be allowed to connect to the existing manhole at the intersection of SR 54/ Broken Bow Drive and extend a 10" diameter ductile iron pipe (DIP) within the right-of-way of SR 54 to the intersection of SR 54/ Peachtree Court. An 8" DIP would then be extended to serve the multi-tenant building adjacent to SR 54. It is unclear whether or not any further extensions of the sewer system are envisioned.

According to the Fayette County Health Department, there are currently no issues with the Peachtree East retail center, as they are served by sanitary sewer. At Governor's Square, the owners have had to change and modify the septic systems serving the retail center fronting on SR 54 a few times due to additions and tenant flows. Within the past year, the Health Department has denied new restaurants from moving into the retail center as the existing septic systems do not have the capacity to address the needs of the existing tenants with the addition of full service sit-down restaurants.

We have discussed the proposed project with representatives from the Water and Sewerage Authority (WASA) and they have indicated they have capacity to handle these additional flows.

Budget impact:

There are no budgetary impacts associated with this request.

Attachment



5914 OLD DAHLONEGA HWY, MURRAYVILLE, GA 30564, TEL 404 597 6745/FAX: 404 806 5112

October 6, 2009
City of Peachtree
151 Willowbend Road
Peachtree City, GA 30269

Dear Sir/Madam;

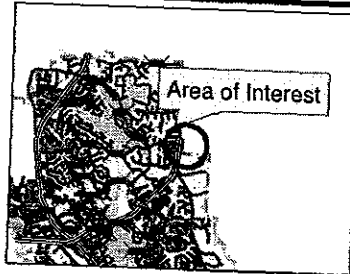
REQUEST TO BE PLACED ON AGENDA:

We represent Andy Shin owner of Millenia Realty Group, LLC whom is requesting sanitary sewer connection between 1992 Hwy 54 and the closest city owned manhole (directly across the Publix Shopping Center on Hwy 54). We feel it would be beneficial to both our client and future land owners along Hwy 54 to have access to the Peachtree City's sanitary sewer, if capacity exists within the system for such connections. We are requesting the City of Peachtree and Fayette County to come to an agreement to allow the above mentioned connection take place. We understand that for such an agreement to exist the city council will have to make a determination. As such we humbly request that our request for sewer connection be put on the agenda for the next City Counsel meeting.

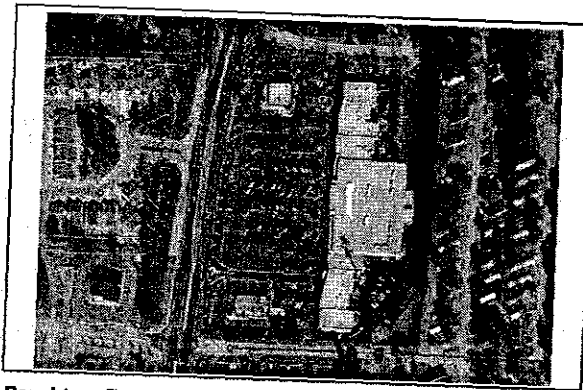
Please feel free to contact us with any questions regarding the above request at (404) 597-6745.

Respectively Submitted,

George Awuku, P.E.
Design Engineer



General Area View



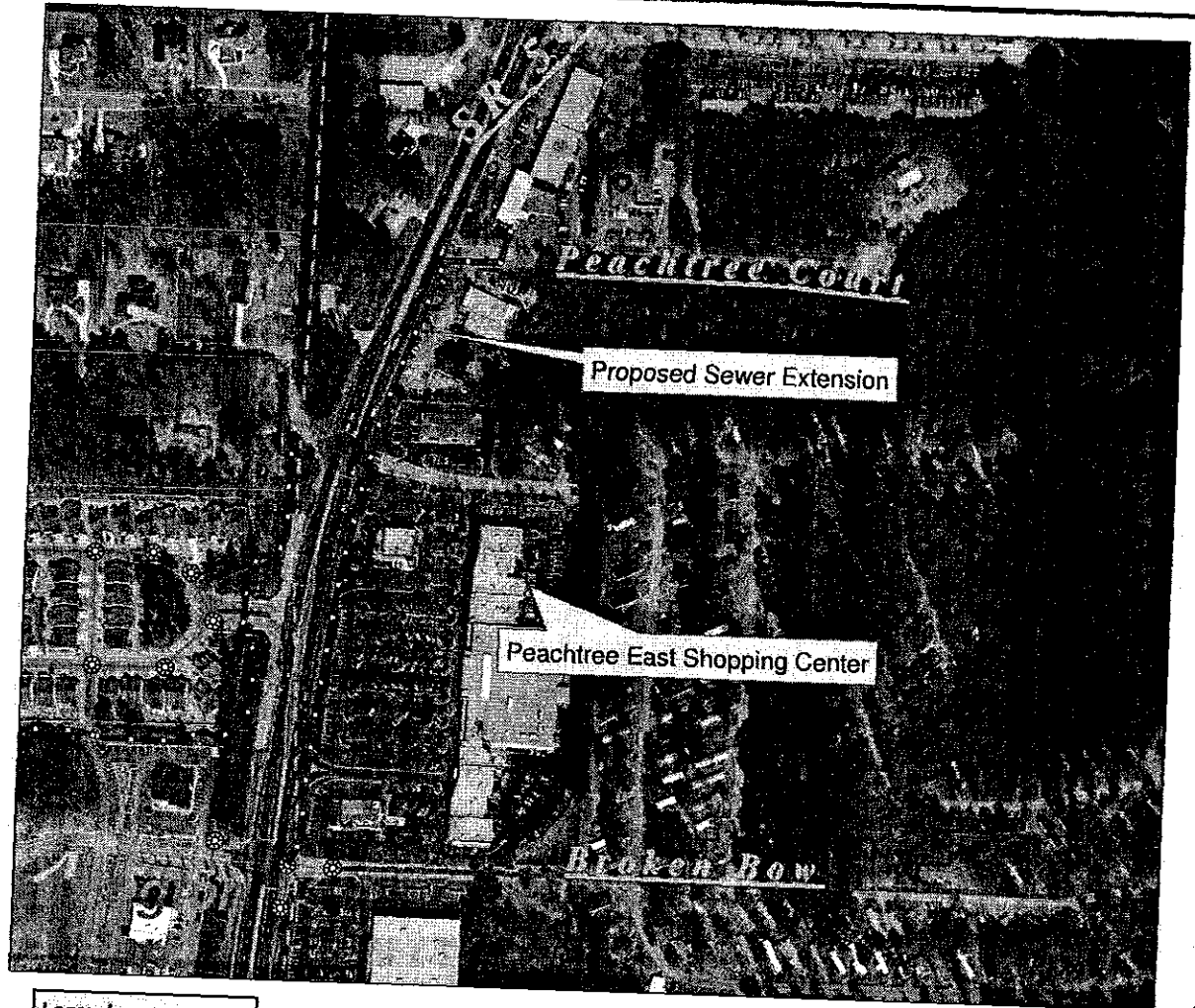
Peachtree East Shopping Center



Peachtree Court Area

Peachtree Court Area

Proposed Sewer Extension



Legend

- Sanitary Sewer Manholes
- Force Main
- Gravity Lines
- carpaths_2008
- city_poly

Proposed Sewer Extension - Overall



Peachtree City Engineering

Drawn By: **DAB**

Sheet No.
1 of 1

Checked by:

Date: **06/11/09**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

FROM: Interim Community Development Director *David*

VIA: City Manager *Lenora McCall*
Financial Services Director *P.S. Jr.*
Purchasing Agent *one*

DATE: October 9, 2009

SUBJECT: Approval of contract with Piedmont Landscape Contractors, LLC for the installation of the SR 54 East landscape enhancement project (Phase 4)
October 15, 2009 City Council agenda

Recommendation:

Award the bid for the installation of the SR 54 East landscape enhancement project (Phase 4) to Piedmont Landscape Contractors, LLC (Contractor) in the amount of \$198,209.00 contingent upon receipt of the Notice to Proceed (NTP) from the Georgia Department of Transportation (GDOT).

Discussion:

In accordance with GDOT procedures, Staff advertised the construction plans for the referenced project and bids were opened on September 17, 2009 at 2:00PM. A total of four bids were received:

Piedmont Landscape Contractors, LLC	\$198,209.00
Aabby Lawncare	\$201,865.75
Truegreen Landcare	\$265,021.00
Johnson Landscapes	\$267,938.89

The bid results were forwarded to the GDOT District Three, Construction Engineer for review. Staff was notified on October 9, 2009 that GDOT had approved the low bid from Piedmont Landscapes Contractors, LCC from Chamblee, GA and was forwarding the NTP to City Staff.

The next step in this process is the approval of the attached bid, which in turn will allow staff to arrange all preconstruction documents before issuing a Notice to Proceed to the contractor.

SR 54 E landscape enhancement project (Phase 4)

October 9, 2009

Page 2

Budget impact:

The total project cost was estimated at \$209,800, and the city was awarded \$167,840 in Federal funds and budgeted \$41,960 as the required local match for this project.

Because the bids came in lower than the estimated construction cost, GDOT will only provide funding for 80% of the low bid (\$158,567.20), leaving a balance of \$39,641.80 as the local match.

Funding for the local portion of this project is available in Fund 359-4110-54-1410.

Attachment

CITY OF PEACHTREE CITY BID TABULATION SHEET

SR 54 East, Landscape

BID TITLE: Enhancement Project
(Phase 4)

DATE: 17 September 2009

BUDGET:

BIDS OPENED BY:

WITNESSED BY:

TIME COMPLETED:

[illegible]