

CITY COUNCIL MEMBERS

Vanessa Fleisch, Mayor
Mike King, Mayor Pro-tem
Phil Prebor – Post 1
Kim Learnard – Post 3
Terry Ernst – Post 4

City Council of Peachtree City

Agenda

January 5, 2017

7:00 p.m.

- I. **Call to Order**
- II. **Pledge of Allegiance**
- III. **Announcements, Awards, Special Recognition**
Proclamation – Fayette County Chamber of Commerce, 50th Anniversary
Mayor's State of the City
- IV. **Election and Oath of Office for Mayor Pro-tem**
- V. **Public Comment**
- VI. **Agenda Changes**
- VII. **Minutes**
December 1, 2016, Regular Meeting Minutes
December 6, 2016, Workshop Minutes
- VIII. **Monthly Reports**
- IX. **Consent Agenda**
 1. Consider Indemnification of Public Officials
 2. Consider Legal Organ – Fayette County News/Today in Peachtree City
 3. Consider Appointments to Airport Authority – Tom Lacy, Allen Morrison (alternate)
 4. Consider Radar Permit Update 2017
 5. Consider Bid for Tree Removal Contract – Monster Tree Service
 6. Consider Elimination / Replacement of Position in Purchasing Department & Necessary Amendments to FY 2017 Budget Resolution Allocating Funding from Purchasing to Finance
- X. **Old Agenda Items**
11-16-05 Public Hearing – Consider Adoption of Resolution Authorizing Transmittal of Draft Capital Improvements Element to the Atlanta Regional Commission for Review
(Mike Warrix)
- XI. **New Agenda Items**
 - 01-17-01 Public Hearing – Consider Variance Request, 270 Parkade Court (Mike Warrix)
 - 01-17-02 Consider Bid for Accessories for Fords – TransComm Services (Chief Moon)
 - 01-17-03 Consider Bid for Stormwater Pipe Rehabilitation – IPR Southeast, LLC (Mike Madison)
 - 01-17-04 Consider Bid for Roof Projects – Ben Hill Roofing and Rycars Roofing (Dave Borkowski)
 - 01-17-05 Consider Driveway Easement, 525 Golfview Drive (Mike Warrix)
 - 01-17-06 Consider Revision to Holiday Policy in the Personnel Policy Manual (Ellece Brown)
 - 01-17-07 Consider Resolution for Equipment Master Lease Agreement (Paul Salvatore)
- XII. **Council/Staff Topics**
- XIII. **Executive Session**
- XIV. **Adjourn**

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

CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

OATH OF OFFICE

I do solemnly swear or affirm that I will faithfully execute my duties of **Mayor Pro-tem** of the City of Peachtree City, Georgia. I will uphold my responsibilities with integrity, dedication, and diligence to serve our citizens to the best of my ability. I will support and defend the Constitution of the United States of America, the Constitution of the State of Georgia, and the Charter of the City of Peachtree City.

I do further swear that I am not the holder of any unaccounted for public money due this State or any political subdivision or authority thereof; that I am not the holder of any office or trust under the government of the United States, any other state, or any foreign state which, by the laws of the State of Georgia, I am prohibited from holding; and that I am otherwise qualified to be a public officer according to the Constitution and Laws of the State of Georgia.

I duly affirm that I will act at all times in a manner befitting the trust and confidence placed in me by those I serve; I will take pride in all my endeavors; and will treat my subordinates, peers, and constituents with respect.

SO HELP ME GOD.

Mayor Pro-tem

Sworn to and subscribed before me, an officer
authorized to administer oaths, this 5th day
of January 2017.

Notary Public, State of Georgia
My Commission Expires:

City Council of Peachtree City
Meeting Minutes
December 1, 2016
7:00 p.m.

The Peachtree City Mayor and Council met in regular session on Thursday, December 1, 2016, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

Announcements, Awards, Special Recognition

Senior Code Enforcement Officer Tim Maret was recognized as the Employee of the Month by Mayor Fleisch.

Minutes

November 17, 2016, Regular Meeting Minutes

King moved to approve the November 17, 2016, regular meeting minutes as amended. Ernst seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Acceptance of Donation from SAFEbuilt**
- 2. Consider Bid for Microsoft Office – CDW-G**
- 3. Consider FY 2016 Budget Amendment**
- 4. Consider FY 2017 Budget Amendment**
- 5. Consider Appointments to WASA – John Oakey, boardmember, and Bob Grove, alternate**

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

New Agenda Items

12-16-01 Discuss Impact Fee Methodology Report

City Manager Jon Rorie introduced William Ross of Ross+Associates, who briefed Council on the impact fee methodology report.

Ross noted that impact fees were strictly defined and regulated through state law and administered by the Department of Community Affairs (DCA). The fees were intended to anticipate the demands of new growth on services for the City. He emphasized that impact fees were not to be used to solve existing deficiencies. The idea behind impact fees was that everyone paid their fair share. New development paid their share of the cost to extend capital improvements and services to them; existing taxpayers paid their share for facilities that needed to catch up to the level of service adopted by the City.

The City's current methodology was updated in March 2009 based on a methodology report and the Capital Improvements Element (CIP) of the Comprehensive Plan. Ross continued the updated 77-page methodology report had established policies related to infrastructure development, identified the need for new facilities, and identified eligible facilities on which impact fees could be spent. Section 307 of the Land Development Ordinance, which addressed impact fees, had been adopted in September 2009 and would also need to be updated. The impact fees Council would adopt would be part of updating the ordinance in 2017.

The current categories included in the methodology report were the Library, Public Safety (Fire and Police), and Parks and Recreation. Library facilities and collection materials were eligible for the funding. Fire stations and heavy vehicles were eligible for the Fire Protection side of Public Safety. Facility space and equipment were eligible for Police. For Parks and Recreation, acres

and developed components were eligible. Ross explained that the fees charged were for a level of service higher than what the level of service actually was. The difference was made up by the existing tax base. The program in place now had eliminated any deficiencies or shortfalls in service that the City had.

The fee schedule was attached to the ordinance, Ross said. The current residential collection rate based on 2008 projections was \$2,599.82 per residential unit (\$1,554.64, Parks and Recreation; \$166.34, Library; \$102.98, Police; \$700.15, Fire; and \$75.73, 3% administrative fees). Commercial rates were assessed based upon square footage, use, and number of employees per square foot (not included in this discussion). Ross reiterated that state law was very specific about the categories for which impact fees could be used.

The methodology report had been revised by his company, Ross said. Changes had taken place in the City since 2008. The facility categories would now be limited to Police, Fire, and Parks and Recreation, which had been modified in scope. The report used the maximum amounts allowed by the state in each category. The Library had been taken out as a category; however, there were still collected funds available for the Library to use. The population forecast had been extended to 2035, when the estimated dwelling units in the City should be 14,035. The fee schedule had been revised for residential and commercial development. The fees in the report were the maximum fees that could be charged per state law. The City could charge less than the maximum, but not more.

Ross went on to say that the Development Impact Fee Advisory Committee had been established as required by state law, and at least 50% of the membership of the committee came from development, building, or real estate industries. The City had impact fee money in the bank, and that money would be carried forward and applied to future facilities yet to be built.

The population forecast for 2035 was 40,000 with 14,035 dwelling units. In addition to the elimination of the facility category for the Library, the other categories had been modified. Parks and Recreation fees would be dedicated to cart path expansion instead of sports fields and pools. The City had all it needed as far as parks, so the funds would be shifted to the multi-use path system, which people used for walking, running, and golf carts. The square footage needs of Fire and Police services had been modified based on a re-evaluation of need by the departments. The two fire stations planned for the future were modified from 8,952 square feet for both stations to one station at 6,000 square-feet and one station at 4,000 square feet. The five heavy vehicles needed by the Fire Department had been revised to three heavy vehicles. The square footage needed for Police headquarters had been increased from 2,205 square feet to 2,581 square feet.

Learnard asked who made the decision to modify what was in each category. Ross said the decision was made by staff, including the fire and police chiefs and library administrator, and him. Rorie added that the Library had already exceeded the service level that had been set in 2009 for a population of 40,000. Learnard was concerned that the Library would always need to update materials. Rorie said the Library also received money from the General Fund for materials and still had unused impact fee funds.

Fleisch asked if the funds collected for cart path expansion had to be spent where they were collected. Ross said they did not. The path system was City-wide and everyone used it. The extensions would need to be made in the area where the most growth was occurring, but those impact fees would be City-wide in application.

Ross continued that the methodology report included the proposed maximum amounts, and most of the fees would go down. The future cost estimates had changed since 2009, and the basic data had changed. Commercial fees were based on square footage and employees per square foot. Impact fees were a small percentage of the money spent on development projects, he added.

Ross compared the proposed/revised 2016 maximum fees to the current fees, noting that the maximum amount for single-family detached housing was \$4,233.78 (62.8% increase over current fee of \$2,599.82). The impact fee for apartment dwellings was the same per dwelling as the fee for single-family detached housing. The maximum fee for motel developments would decrease by 42.2% (\$224.64 per room in 2009 compared to \$129.81 or \$94.83), and maximum impact fees for warehousing would be reduced by 32.9% (0.40 cents per square foot compared to 0.27 cents per square foot). The maximum fees for day care centers (3.6%, 0.80 cents, 0.83 cents), drive-in banks (22.9%, \$1.15, \$1.41) and specialty retail centers (1.8%, 0.58 cents, 0.59 cents) would increase. There would also be decreases from the current fees to the maximum fees in 2016 for general light industrial, general office building, discount superstores, shopping centers, quality restaurants, fast-food restaurants, pharmacies/drug stores, convenience markets with gas pumps, and supermarkets. Most of the fees were lower across the board, Ross added.

Ross showed a chart of other cities' impact fees, which ranged from \$699 in Kennesaw to \$2,600 (the City's current residential impact fee) here. Senoia's fees per dwelling were \$2,036.65.

Ross pointed out that Alpharetta had adopted its impact fees at the maximum amount and charged \$6,689.53 per dwelling. Milton also increased its fees to the maximum (\$7,757.85), and Sandy Springs was set to adopt its impact fee at the maximum (\$6,854.82). If the City adopted the maximum fee of \$4,233.78, it would be two-thirds of the lowest of the three cities. An average selling price for a home in the City was \$562,900, and the maximum fee was 0.75% of the sales price.

Prebor asked why Alpharetta's maximum impact fee was so high. Ross said Alpharetta was still buying land for an extremely elaborate parks and recreation program, as were Milton and Sandy Springs. All three cities also had a lot more growth to serve and more vacant area. Prebor asked how the state maximum was figured. Ross said there was not a state maximum; the cities had adopted their fees at the maximum rate allowed by the state, but they could have adopted a lower fee. He continued that the state said a city could not charge more than a new development's fair share, which was the maximum fee.

Ross said the City could reduce the fee to \$3,000 from the maximum fee allowed; adding the Parks and Recreation facility's share had been reduced, while Fire and Police had been kept at the same level, which was similar to what was done in 2009. Prior to that, the City had kept all the fees at the maximum, except Recreation, which had been 75%. The new methodology decreased the Recreation share to 65%. Ross reiterated the Recreation fee did not apply to non-residential uses. Council could reduce the fee, but the reduction must be done proportionately.

A comparison of a \$3,000 fee with the current rates included:

	Current	Proposed
Police	\$102.98	\$118.05
Fire	\$700.15	\$583.88
Recreation	\$1,554.62	\$2,210.49
Library	\$166.34	\$0.00
Administration	\$75.73	\$87.58
Total	\$2,599.82	\$3,000.00

The CIE was required for collection of impact fees, Ross said, and it was adopted as a chapter in the City's Comprehensive Plan. The CIE must include a projection of needs (eligible facilities); designation of geographical service areas; designation of levels of service (fees could not subsidize existing deficiencies); schedule of improvements; funding sources (General Fund, impact fees, bonds, grants, etc.); calculations of the gross impact of new development, credits, and net impact costs; and a schedule of maximum impact fees that could be adopted by land use category. The CIE was drawn from the methodology report, but it was not required to show how the fees were calculated, Ross said.

Ross said the timeline to adopt the CIE would be to advertise the public hearing the week of December 15, with the public hearing to authorize transmittal of the CIE to DCA on January 5, 2017. The DCA review of the CIE would take place January – March, approximately 60 days. The target date for adoption of the CIE and the revisions to the Impact Fee Ordinance would be March 16.

King asked if the timeline was their target. Rorie said staff would like for it to be. Based on the information in the methodology report, Rorie recommended this timeline be followed. The key to this was to understand the fee schedule. Staff had reduced the demand of fire engines and stations, with the only increase in service level being the multi-use path master plan, which was estimated at \$15 million. That was a reason for residential impact fees to go up. The proposed impact fees would be good for development and redevelopment and to ensure the growth that caused the need for the increase in public safety paid their fair share. The other option was to not have an impact fee program and to have the General Fund take on what would be needed. Rorie said the proposed program was solid.

Ernst asked if staff was comfortable with the timeline. Rorie said they were. Learnard asked when the fee schedule would be adopted. Rorie said it would part of the ordinance revisions and adoption in March. Fleisch asked if Council would discuss the proposed fees beforehand. Rorie said there would be a briefing just on the fee schedule, just as with any preview.

Fleisch noted the only growth was in the West Village (Wilksmoor). She asked how the changes would affect those homes. Rorie said the fees were being collected based on the current schedule. If a new schedule was adopted, the developers would pay the new rate. Fleisch asked if the projections were done based on the additional growth. Rorie said they had budgeted impact fees to begin with the design phase of the fire station.

No action was required.

12-16-02 Public Hearing – Variance Request, Side Setback, 115 Planterra Way

Planning & Development Director Mike Warrix addressed Council, saying the applicant, Douglas Thompson, was asking for a variance to encroach four feet into the required 10-foot side

setback for R-12 zoning. The applicant wanted to build a 300-foot single story addition to the home. He continued that the corner of the existing structure was 13 feet from the property line. The corner of the new addition would be approximately six feet from the property line. Photos of the location of the addition and letters of support from the adjacent property owners were included in the Council meeting packet.

Thompson, the applicant and property owner, said the variance was for a closet and storage space in the master bathroom. If the variance was not approved, the addition would have to come in to the property, which would create an eyesore looking out into the backyard from the living room. They had requested the variance so the addition would be at the side of the home. They wanted the addition to flow with the design of their home.

Ernst asked Thompson clarify that the trees near the fence and home would have to be taken down for the addition. Thompson said they would.

Fleisch opened the public hearing.

Eric Imker spoke in support of the request, noting he had visited Thompson's neighbor to the north many times, and the neighbor had expressed approval of the request. Imker said he did not see the variance causing any hardship and urged Council to vote in favor of the request.

King said he knew the neighbors on the other side of the property, and that neighbor had no problem with the variance request either.

Fleisch asked if conditions could be put in place if the variance was approved. City Attorney Ted Meeker said staff had recommended two conditions. Warrix noted the conditions were the following:

- 1. The variance shall be limited to an encroachment of no more than four (4) feet into the side building setback as shown on the site plan submitted by the Applicant. There shall be no other encroachments permitted without first securing additional variances.*
- 2. Following completion of the construction and prior to issuance of the Certificate of Occupancy, the Applicant shall provide a Foundation Survey to the Building Official that identifies the location of new construction. The purpose of the survey is to ensure the new construction does not encroach any further into the side setback than permitted by this variance.*

Fleisch asked if landscaping, such as Leyland Cypress, should be required for additional shading after the addition was built. Warrix said he was not sure there would be enough room for landscaping.

There were no other comments. Fleisch closed the public hearing.

Prebor said 300 square feet was three-fourths the size of a two-car garage, a big closet. He was torn on the request, but if the neighbors supported the request, then he would support it since the neighbors would be affected the most.

King said the addition would not be seen from the front of the house, and he supported the request.

Ernst asked Thompson if the addition would look like the house. Thompson said it would have the same roof line and same exterior.

King moved to approve New Agenda item 12-16-02 Public Hearing – Variance Request, Side Setback, 115 Planterra Way, with the two conditions stated in the packet. Ernst seconded. Motion carried unanimously.

12-16-03 Public Hearing – Consider Variance Request, Stormwater Requirements, Wilksmoor Village

City Engineer Dave Borkowski said the variance request was for Ordinance 1011(c)(3) of the Stormwater Management Ordinance for new development and redevelopment located in Article X of Appendix B of the City's Code of Ordinances. The request was from the developers for Cresswind and Everton in Wilksmoor Village. The developers had been required to submit a master hydrology study of the entire Wilksmoor Village area, and they found there would be an increase in stormwater flows off-site at the 10% point downstream in Line Creek. The 10% point represented the point where the site being developed represented 10% of the entire drainage area. As an example, Borkowski said if the site being developed was 10 acres, they would have to analyze downstream to the point where at least 100 acres was draining.

Borkowski continued that developers' engineers had worked diligently to mitigate the off-site flow and had looked at several options, including no detention (ponds with water quality and channel protection), detention ponds, and overdetention, which meant making the ponds so big that they could absorb the increases downstream. He continued that they found the increases were worse in Line Creek when there was detention compared to no detention.

Staff had reviewed the application and felt they met the requirements for a variance. The overdetention option could create hardships for the City, possibly making the ponds so big that Category 1 or Category 2 dams would be required, Borkowski explained. It would also require much more area be cleared. The required ponds would be 300 – 400% larger than the normal size detention pond.

Borkowski said the developers were proposing modifications be made to the Wynn's Pond dam, which would mitigate the potential increases. Staff felt this was the best solution. He said staff recommended approval of the variance request contingent upon the modifications to the Wynn's Pond dam.

Brian Rochester, Rochester and Associates, spoke on behalf of the property owners, Brent West Village, LLC, and JW Homes, LLC. He introduced Jason Garrett with Pulte Homes, Tony Adams with Kolter Homes, Charles Asher with H&H Resources, and Laura Benz, environmental lawyer. Rochester said the plans for stormwater drainage had been modeled after the state's "blue book," the Georgia Stormwater Management Manual (GSMM), and the plans had met the requirements from the state. However, the City's stormwater ordinance was more stringent and did not allow any increase in stormwater from the site. Four hydrologists in the state had looked at the model, including Schnabel Engineering, one of the top dam engineers. Integrated Science & Engineering (ISE) and Borkowski had also been involved in the review. The analysis had concluded traditional stormwater ponds would increase downstream flooding, Rochester said, adding it was a huge basin of almost 50,000 acres. The 10% rule was exactly where the stormwater left the property, right next to Line Creek.

Detention ponds detained water and released it slowly at the same time, which causes the peak to rise. Rochester said they studied a couple of options, including how to get the water out of the detention pond more efficiently. A jumbo pond would be needed, which was not a

good idea. The jumbo pond would hold the water until the stormwater from upstream passed, then start releasing water behind it. The hydrologists did not think that was a good option because it would take a tremendous pond. Rochester emphasized this was a very unique situation, and four preeminent hydrologists in the state had reviewed it and felt the best approach was to release the water.

Rochester continued that, after working with staff and Borkowski, there were concerns about Wynn's Pond and the Wynnmeade subdivision. They had agreed to take their study point down to Wynn's Pond and look at Wynn's Pond as well. The impact to Wynn's Pond would be very slight if water was released. They proposed modifying the weir at Wynn's Pond, which would allow the water to flow. The flood elevation at Wynn's Pond would be reduced, and the situation downstream would improve. They studied the point down to Lake McIntosh, and by the time, the modelling was at that point, the impact was negligible. There was a hydrologic constraint in the Wynn's Pond dam, and that would be improved, which would mitigate the impact downstream. The proposed modifications to the weir would minimize the potential for increased flood volumes in Wynn's Pond.

The flow rate, the rate at which water left the property, would be increased. Predevelopment, the flow rate was 11,338 cubic feet per second. Post-development, the flow rate would be 11,369 cubic feet per second. The increase in the rate of flow would be 0.027%. Huge dams would need to be maintained to reduce the 0.027% increase to zero.

Rochester read the following from the GSMM, "specifically provided that these criteria may be waived in lieu of safe and effective conveyance to receiving waters that have the capacity to handle flow rates and elevation increases in the 100-year condition." He added the state specifically noted that there were instances where doing traditional stormwater management caused the problem to get worse, and this was one of those cases. Rochester reserved time for follow-up if needed.

Fleisch opened the public hearing.

Imker said he had read through the packet, and he wanted to see the developments succeed. It was a no-brainer to him. What they were proposing would help all around the area long term.

Prebor recognized the City's requirements were more stringent, asking what the state's requirements would have required. Rochester said the state allowed flexibility for a slight increase in flow. The City allowed no increase in the flow. A variance was needed for the flexibility.

Meeker said the 10% rule was fine under the "blue book," but the City's ordinances said there should not be any increase in the flow.

Rorie clarified there would not be a 10% increase in stream flow or rise, saying Dan Davis with ISE and Borkowski had worked on this for months. Staff had questioned if the City was requiring something so far out of the norm and whether it should be a requirement.

Davis said the only thing that exceeded the "blue book" was that a variance was required to have anything more than a zero increase in flow. They had to prove the stormwater from the developments would not exacerbate downstream issues in Wynn's Pond. Any increase was not acceptable to some recurring flooding problems in Wynnmeade. The engineers had done a great job, and it had been a very lengthy process and in the City's best interests.

Rorie clarified that the City was not exceeding a minimum state standard, but were trying to ensure the City did not have any liability going forward because of downstream flooding. Rorie pointed out that a 0.027% increase was well within the margin of error in any math calculation. Rochester agreed, adding they could not ignore the increase because of the City's ordinance. Rorie added that the City would ultimately be responsible for the maintenance of any residential detention ponds and Category 1 or 2 dams.

Fleisch asked who would do the work on the weir. Rochester said they had been communicating with the Wynn's Pond Association, and they were interested in having work done on the dam. If the variance were granted, it would be based on the modifications made to the Wynn's Pond outlet structure. The developers were fine with that as a condition since the plan was predicated on the modifications being made. Meeker verified that the developers were fine with adding that as a condition and paying the expenses for the modifications.

Fleisch closed the public hearing.

Learnard asked what the modifications would be and how expensive it would be. Davis said the modifications would be made to the right side of the dam. A seven-foot opening would be carved in the hill and dam. It would benefit the dam and help with some erosion problems. A water quality and channel protection study would still be required.

Learnard moved to approve variance request to Section 1011(c)(3) of the Peachtree City Land Development Ordinance subject to the improvements reflected in pages 107 – 109 of the Council agenda packet to Wynn's Pond being made. Prebor seconded. Motion carried unanimously.

Ernst thanked everyone for their hard work in bringing the variance request together.

12-16-04 Consider Amendment to Land Development Ordinance - Article X, Section 1011, Stormwater Management for New Development and Redevelopment

Borkowski said that the state required adoption of the latest version of the GSMM by January 1, 2017. The major new change was the requirement for engineers to capture the runoff from the first one-inch of rain onsite and infiltrate it into the ground rather than allowing it to run off. It was big change from the current version, which required the runoff to be captured, then slowly released from the first 1.2 inches of rain. Revisions to the City's ordinance were also required.

The City's existing local manual also required changes based on the changes to the GSMM, Borkowski said. Borkowski explained that the GSMM did not contain everything the City needed, so the local manual clarified and supplemented what was in the GSMM. There were items that were not covered in the GSMM that staff dealt with on a daily basis, and the local manual clarified what the City was willing to accept. As one example, Borkowski noted that the state manual left it up to the municipality as to what kind of pipe to use. The City only accepted concrete pipes under roads and rights-of-way. The local manual also clarified what predevelopment was, as well as other items not included in the GSMM such as issues with compaction specifications, metal pipes in the rights-of-way, and fence posts going through storm drains.

Borkowski continued that the local manual included an automatic rejection of plans that did not follow the checklist in the design manual, and a requirement to adjust the top width of a dam based on the overall height of the dam. The local design manual did not exceed what was published in the GSMM; it just clarified what was in the GSMM, Borkowski said.

Staff realized ordinance revisions would be needed as well, Borkowski continued. Details and standards in the ordinance referenced attachments and now needed to reference the manuals instead. There were also some housekeeping errors that would be corrected in the ordinance, such as changing requirements so the cart paths would meet American Association of State Highway and Transportation Officials (AASHTO) guidelines.

Borkowski said staff recommended adoption of the new GSMM ("blue book"), along with revisions to City Ordinance Section 1011 of Article 10 and City Ordinance Sections 803 and 804 of Article 8 of the Land Development Ordinance and adopt the revised Local Design Manual.

Learnard said she was fine with the changes.

Ernst moved to approve New Agenda item 12-16-04 Consider Amendment to Land Development Ordinance – Article X, Section 1011. Learnard seconded. Motion carried unanimously.

12-16-05 Consider Amendment to Land Development Ordinance – Article VIII, Requirements for Streets and other Rights-of-Way

Ernst moved to approve New Agenda item 12-16-05 Consider Amendment to Land Development Ordinance – Article VIII, Requirements for Streets and other Rights-of-Way. King seconded. Motion carried unanimously.

12-16-06 Consider Adoption of Local Design Manual (Stormwater Management)

Ernst moved to approve New Agenda item 12-16-06 Consider Adoption of Local Design Manual (Stormwater Management). Learnard seconded. Motion carried unanimously.

12-16-07 Consider Resolution Accepting Capital Equipment Lease Proposal (Banc of America)

Financial Services Director Paul Salvatore asked Council to approve the resolution that accepted the proposal from the Banc of America's Public Capital Corporation to provide financing of the capital equipment listed in the City's five-year capital plan. The financing was put out to bid approximately every four years. He explained that there was no lease/debt to be approved, just the proposal that determined the interest rate. The most favorable proposal was from Banc of America's Public Capital Corporation. Fleisch asked what the interest rate would be. Salvatore said it would be 1.65%.

Learnard moved to approve the resolution accepting the capital equipment lease proposal from Banc of America. Ernst seconded. Motion carried unanimously.

12-16-08 Consider Intergovernmental Agreement – 2017 SPLOST

Rorie explained this was the proposal for the required intergovernmental agreement between the County and the municipalities for the Special Purpose Local Option Sales Tax (SPLOST) if it was approved at the March 21, 2017, special election. The Board of Commissioners unanimously approved the agreement on November 10.

Rorie said the bottom line was the proposed agreement had a lot of legal language, but it clearly specified items such as distribution based upon population, as well as the project listing that would be Exhibit/Appendix A to the intergovernmental agreement. Tyrone had also approved the agreement. The other signatories would be Fayetteville, Brooks, and Peachtree City.

King moved to approve New Agenda item 12-16-08, the intergovernmental agreement for the 2017 SPLOST. Learnard seconded. Motion carried unanimously.

12-16-09 Consider Performance Incentive Pay

Rorie noted that, during the last few budget cycles, staff and Council had looked at various cost reduction strategies in relation to personnel costs, which comprised 59-60% of the City's budget. Staff had purposely excluded a cost of living adjustment (COLA) during the last two budgets; it was part of a plan to look at how COLAs affected future budgets.

In FY 2016, some of the associated health benefits costs had been passed on to employees, specifically an increase in co-pays for doctor's visits and out-of-pocket expenses, Rorie continued. That decision had not been popular, but it had been the right thing to do. A COLA was not included in FY 2017. In January 2017, each employee would begin paying an automatic pick-up contribution of 2.25% of their salary towards the defined benefit plan. It was also the right thing to do, Rorie said.

Staff looked at getting the most out of every dollar, and one way was to look at the various consumer price indexes and the price of a dollar. Over the last 12 months, the Consumer Price Index (CPI) had averaged 1.6% over the last 12 months. Staff was trying to balance the salary and benefits sides of the equation, and the City had absorbed some health benefits costs as well.

Rorie said one of his roles and duties was to look at the best interest of all people, the internal and external stakeholders, which was hard to do. He recommended Council consider a one-time, flat rate performance incentive for employees. Rorie explained he was calling it a performance incentive, emphasizing it was not a bonus, or a Christmas bonus. The City did not have an appropriate or adequate system in place for employees. He proposed the performance incentive in lieu of a COLA for 231 full-time employees. The current staffing was for 248 full-time employees, so as employees left/retired, others were carrying the load. He asked that the incentive also be given to 65 of 79 part-time positions, noting they had also been carrying the load of the vacant positions. He pointed out that the cart path and street crews worked to revitalize Drake Field, resurfaced nine miles of cart paths, realignment of cart paths, tree removal, and more.

Rorie said department heads/staff targeted spending 98% of the budget every year. They tried to come in under budget every year by trying to absorb and save costs. He noted that the Fire Department reclassified a full-time position to two part-time positions with a net savings of \$30,000 going forward. Efficiency was increased, and they would get more hours out of that change. The Library had done the same thing. A decision had been made to freeze the open position in the Public Works Sign Shop and convert it to temporary seasonal help. The Police Department froze the Captain's position left vacant when Stan Pye was promoted to Assistant Chief. Chief Moon did not want to fill the position rapidly.

A total of \$218,000 had been identified as estimated cost reductions in the budget, which Rorie said was why he referred to it as a performance incentive. He recommended \$300 for each full-time person and \$150 for the 65 part-time employees. The budget impact would be \$79,000. He continued that take home pay would be approximately \$185 for a \$300 incentive because of the flat taxes that had to be taken out. It was not popular, but it was the right thing to do. The City wanted to be an employer of choice, not the last resort. He wished more could be done. The total exceeded his budget authority, and Rorie asked that Council approve the one-time flat rate performance incentive.

King said he supported the proposed incentive. Ernst and Prebor also supported the incentive. Rorie said the incentive was a stop-gap Band-Aid, but the time would come to move forward with COLA increases.

King moved to approve New Agenda item 12-16-09, the Performance Incentive Pay. Ernst seconded. Motion carried unanimously.

Council/Staff Topics

Rorie said CSX had indicated to the developer that flaggers would be on site on December 12 so bridge construction could begin. He reminded Council that every time a train came along work would have to stop until the train had gone by, which was a cumbersome piece of the process.

Rorie noted that he would attend a breakfast meeting the next day with the city managers in the County regarding Fayette County Development Authority (FCDA) tax abatement strategies that would be authorized/pre-approved on the front end so no one would be surprised on the back end.

Executive Session

Learnard moved to convene in executive session to discuss threatened or pending litigation at 8:45 p.m. Ernst seconded. Motion carried unanimously.

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

There being no further business to discuss, Learnard moved to adjourn the meeting. Ernst seconded. Motion carried unanimously and the meeting adjourned at 8:58 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

**City Council of Peachtree City
Workshop Minutes
December 6, 2016**

The Mayor and Council of Peachtree City met in workshop session on Tuesday, December 6, 2016. Mayor Vanessa Fleisch opened the meeting at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kim Learnard, and Phil Prebor.

The purpose of the workshop was:

- Peachtree City Fiscal Outlook: 2016 Financial Review (unaudited)
- Lake Peachtree Spillway
 - Spillway design progress/updated cost estimate
 - Bathymetric Survey, including drawing depicting the level of the lake during spillway construction
 - Mitigation strategies for Lake Peachtree siltation

Fleisch noted the Lake Peachtree presentation would be first. City Manager Jon Rorie said there were three pieces to the presentation, with Dan Davis and Rich Greuel of Integrated Science & Engineering (ISE) as the presenters.

Greuel said things were on schedule, noting the spillway design had been authorized in April. The preliminary planning meeting was held in June, and the final concept for the spillway was selected in September. All the modeling was complete, and the key objectives that had been met included ensuring the new spillway design met current Georgia Safe Dams standards and that flooding would not increase during 100-year storm events either upstream or downstream of the dam.

Greuel continued that they were currently in Phase 3 (Preliminary Design) of nine phases. Phase 9 was when the lake was back in service after the spillway was completed. The preliminary design was done, and after the concept was presented at this meeting, work on the construction plans would begin. Greuel said the construction plans should be completed in May, then the bid process would start.

Learnard clarified that construction would take place from August 2017 to April 2018. Greuel said they might be able to accelerate that timeline. Rorie said they had asked for a better ending date and were trying to get ahead of any bad weather. He hoped they would be at least one month ahead of schedule.

Learnard asked for clarification on why the piano key weir was chosen, adding she would do all she could to get the word out. Greuel confirmed that the piano key weir would fit better in the constrained area, would help avoid mechanical devices that could have mechanical issues later, and would not increase the flood levels upstream or downstream during a 100-year storm event.

Randy Bass of Schnabel Engineering said they had to go with a computational fluid dynamic model because of the shape of the piano key weir. Another constraint was the channel beneath the bridge downstream was a constriction point that could cause the water to back up onto the spillway in a big storm.

The modelling was finalized, and Bass said they knew the final dimensions of the piano key weir. To meet the standards for a storm event for a Category 1 dam, the top of the dam had to be raised by two feet either with a berm or a parapet wall. They would re-run the model just to ensure the additional two feet did not affect the Category 1 requirements. It would be designed to Category 1 standards, and the City would need to deal with the state concerning inspections.

Susan Duncan pointed out her home was located right at the current dam, and she had concerns, asking if the dam would be in the exact same location.

Frank DeStadio asked if they were raising the height of the dam or the spillway. Bass said the height of the dam would be raised. In order to meet the standards for a Category 1 dam, they had to either make the spillway wider or put more water over the dam. It was easier to make the dam higher, and there would be "more bang for the buck" by making it higher rather than wider. Everything was designed so the normal pool of the lake would be the same as it was today during storm events.

Bass noted the location of the new spillway and the existing spillway, saying the water level would be the same in back of her house. Duncan asked what the noise level from the cofferdam would be, noting it was quiet now. Bass said that during construction of the cofferdam there would be earth-moving equipment, saws, and drills. When the cofferdam was done, there would be water flowing over it like a waterfall. Duncan asked if the possibility of flooding would be greater during the construction. Bass said the cofferdam was designed for a 50-year event, and it was very rare for that to occur during that six-month construction period.

Public Information Officer/City Clerk Betsy Tyler noted the lake level would also be lowered and would accommodate additional rainfall. Bass said one of the reasons for lowering the lake was to store water from storms.

Greuel explained the lake had to be lowered approximately eight feet so the cofferdam could be built. After the cofferdam was constructed, the water would be brought back up by two feet. After the foundation of the spillway was completed, the water level should be down about four feet low during the final phases of construction.

Davis said they had also discussed lowering Lake Kedron as protection during the construction with the Fayette County Water System. Lake Kedron would be lowered by two feet temporarily, and after the foundation was in place, would be brought back to normal pool. Greuel said that most of the watershed that fed Lake Peachtree came via Lake Kedron. He continued that it would take two months to build the cofferdam. The lake would be very shallow until the foundation of the new spillway was done, then there would be an evaluation to see if the water level could come up two feet.

Ken Whitsill clarified that construction would begin in August, asking when the lake drainage would start. Greuel said the drainage would be the start of the project in August.

Duncan asked if the multi-use paths near the spillway would remain open during construction. Greuel said the paths along the side of the lake up to Battery Way would remain open, but the path on McIntosh Trail might be re-routed. Rorie said the paths would not be used for construction traffic, and construction traffic would be on the dam side of the spillway.

Tom Fulton asked why the work would start in August, which was the middle of the usage season for the lake, asking if there were any construction issues with waiting a month. Greuel said there were no issues from an engineering standpoint. Rorie said the timing of the construction was a moving target. The issue was the vegetation growth. If the lake was lowered in the summer months, it would impact the use of the lake. The key was trying to get the design documents in place so decisions could be made to put the City in the best window to avoid vegetation growth, minimize impacts on use of the lake, and get construction done before the next spring or summer.

Fulton said there would not be much vegetation, asking if they could shift it a month. Rorie said they would try to target a window that provided the best opportunity for everybody.

Whitsill asked if the lake would have to be drained to take the cofferdam out. Bass said removing the cofferdam was part of the environmental permit, but it could be removed in the wet, if they had to do that. Greuel added they did not want to be in a massive drought or have massive floods, but they would work with the Fayette County Water System.

Greuel noted the updated cost estimate was \$3.46 million, which was within 10% of the estimate in September (\$3.1 million). The recommended contingency was 15% (\$519,000). During the next phase, they would get more hard numbers for the contractors to look at.

The proposed schedule to build the new spillway and lake levels were:

- Stage 1 – Lower Lake Peachtree 8.5 feet
 - Approximately 3 Weeks
- Stage 2 – Construct Coffe Dam
 - Approximately 4 Weeks
- Stage 3 – Lower Lake Kedron 2 feet / Raise Lake Peachtree 2-feet
- Stage 4 – Construct New Spillway Foundation
 - Approximately 3 Months
- Stage 5 – Raise Lake Peachtree 2 feet
- Stage 6 – Construct New Spillway Walls / Weirs
 - Approximately 3 Months
- Stage 7 – Return Lake Peachtree to Full Pool

Greuel discussed the potential bridge located at the spillway, saying it had been added to the renderings as a place holder and was not the actual bridge/location. Greuel and City Engineer Dave Borkowski had met with a bridge supplier that had done a lot of work in the City. A thrust arch bridge was being considered because there were be no piers down in the plunge pool, and it would be a single span over the entire spillway. Thrust arches were good at spanning distances, and it would need to span approximately 160 feet. They also did not want the bridge to be a cage, but wanted something more open as people walked across the spillway. Fleisch asked Greuel to compare the elevation of the new bridge to the current bridge on McIntosh Trail. Greuel said the bridge would be higher than the spillway.

Bob Grove noted that the bridge on Kelly Drive was very narrow with a high curb, asking if the new bridge would be able to handle two-way traffic. Fleisch said it would, and people would be able to walk on the bridge at the same time. Rorie added that the current paths would be removed from McIntosh Trail.

Greuel said the path would be at the top of the wall, with the weir below. If Council was in agreement with the concept, they would design the abutments of the bridge with the spillway design. He continued that it was better to put the abutments in during construction, even if the City did not immediately build the bridge. Rorie asked what the bridge cost would be. Greuel said it would be \$400,000. Rorie pointed out that the spillway was an asset that would last more than 50 years. This was the time to at least build the abutments, when it could be done right, and the cost would be a quarter of what it would be to add them later. The option for the bridge would remain open.

Learnard asked if the abutments were specific to the thrust arch bridge. Greuel said yes, but they could be retrofitted if a different style bridge was chosen later.

Whitsill asked if the abutments were an integral part of the design for the spillway. Greuel said the walls were an integral part of the spillway, and the abutments would mount into the walls. Bass explained the abutments would be downstream of the spillway and socketed into the training walls of the spillway, not into the piano keys, but the stilling basin.

Greuel asked Council if they agreed on the design of the abutments as part of the wall, and the consensus was yes. Greuel said they were now moving into Phase 4, and they would start designing construction plans.

Greuel discussed what dredging the lake would look like going forward and the bathymetric survey. A lot of sediment had been removed during the dry dredging, but that would not be done again. Greuel and Davis said they came up with three points for Council to consider. The first would be to wait the required time to dredge again and to consider hydraulic dredging instead of lowering the lake. A barge would be in the lake with a tiller head that would fill the sediment and suck it into a pump, then send the sediment to be de-watered on shore. The advantage was the lake would not have to be lowered.

In the early to mid-1990s, a sediment trap had been permitted that had been somewhat successful in keeping sediment from getting into the main body of the lake. Borkowski had found information regarding cleaning out the sediment trap, which was full again in a year. The City could permit the sediment trap again, but there would be a lot of repetitive actions. They had met with the Corps of Engineers, who said the City could possibly get a permit again, but it could require mitigation. Given the history, the City would have to dredge the sediment trap every one to two years.

King said he did not know if the lagoon area (the portion of the lake north of SR 54) had been dredged, noting it had not since he moved to the City, and the sand and sediment buildup could be seen. Rorie said the process could have been abandoned. Greuel agreed. King said he would like to see the cost comparison between cleaning up the sediment trap every few years and a dredging. It might be worth it every two – five years.

DeStadio asked if any upstream mitigation had been considered. The sides of the banks along Flat Creek had gone in six to eight feet and trees had come down. No matter what was done at the lake, it would continue to fill with sediment if the problem was not stopped. Greuel said his experience with streambank mitigation/stream restoration gave some help, but it was extremely expensive and there would continue to be private property issues as well. The question was the economy of scale between doing one dredging every 10 years or doing it once a year. It was also difficult to determine the replenishment rate of the sediment.

Greuel said another option was to get a permit for the sediment trap and have less intensive dredgings every few years. Ernst asked if there was access to the sediment trap on the north side. Borkowski said an access road was shown on the plans, but the road was no longer there.

Davis said the County's contract for the dry dredging was for \$1.6 million. He did not know the final price since there were several change orders and a lot of rock. The median bids had been around \$2.4 million, which was probably the real price for the work that was done. He noted that a small dredge could be purchased for \$175,000. Maintenance dredging could be done according to the Corps of Engineers. The work that was done before had been performed under a nationwide permit. There was an existing area that could be accessed on a permanent basis, and there were Public Works crews that were more available during the winter. The economics should be explored. The Public Works crews had shown they were capable. The dredge was operated by one person. There would be enough room for 20 truckloads worth of sediment, and the City had the dump trucks. The last challenge would be where to take the silt.

There were other shallow areas by Battery Way dock and other locations where the small dredge would be used. The machine could be pulled by a truck and used in some of the ponds. They needed to explore the economics, but the north lagoon would be a frequent scenario, Davis said. The silt would then work its way down into the lake. Rorie said the charge for the dredging had been by the cubic yard, so there could be a benefit to getting the silt out before it built up.

Fleisch asked if this dredge could be used in Three Ponds. Davis said this machine only needed nine inches of water to float in and could dig as deep as 20 feet.

Pam Kemp asked how much the dredge weighed and if a road was needed to tractor it around. Davis said it had wheels, and Rorie noted the City already moved heavy equipment around.

Fleisch asked what other places had one. Davis said there was a company in Tennessee that marketed the equipment, both new and used, and in all sizes. He had confidence that the crews in Public Works could learn how to operate it. Davis said the machine was simple, and a crew of three could operate it for five hours a day.

Rorie said streambank restoration/mitigation all the way up the stream would be very costly with very little return on investment. They could deal with the siltation trap routinely every two, three, or four years, and they did not have a track record for that to know what was needed. They also did not have a track record in terms of the silt buildup in the main body of the lake because there had not been a bathymetric survey until now. There was now a baseline for future decisions. The bathymetric survey would be redone in 10 years, near the end of the contract. Another bathymetric survey might need to be done before that to see what was happening. Davis said that would be easy to do and would be very inexpensive.

Davis said there was still a continuing source of silt feeding into the lake. There were engineers that modeled sediment transport, and they could go to the creek banks and do geotechnical testing of the soil types, then determine how much sand the lake would get per year. Bank restoration would help. Rorie said there was no right answer, just what would put the best foot forward. They had presented opportunities and options.

Fleisch asked if there were other ways of letting people know what was going on with the dam and spillway, such as signage at different points along the lake. Rorie said yes, adding these were key visual projects, and informational signage should be placed. Prebor added that the City needed to make sure everyone was well-informed. Many residents were concerned. Rorie said staff would look at what to do after the first of the year.

- **Peachtree City Fiscal Outlook: 2016 Financial Review (unaudited)**

Rorie emphasized this was an unaudited end of fiscal year review, noting there were reviews and changes during the year. He continued that the City's budget policy drove the decisions that were made. The budget policy:

Budget Policy

The City's primary objective is to provide a standard of budgetary performance that both staff and Council have endorsed and to provide budgetary decision making with greater continuity, reinforcing the City's core financial values and preserving them for successive staff and council.

- **Baseline and Service Level Funding**

The City's top program priority is to maintain existing service levels in all divisions and departments. A baseline should be set and serve as an agreed upon point of departure for subsequent budget discussions ie: a new facility or service. Any additional services above the baseline shall be fully funded at the time of the adoption of the annual budget and ongoing funding sources shall be clearly identified. Such ongoing funding sources must be either new or increased revenues or clearly identified expense reductions.

Rorie noted that the underlined sentence set a baseline, adding that it did not matter whether it was a dredging project or spillway design/construction, there had to be a baseline. He said they were close to having that baseline budget established with the budget process over the last five years.

There were always tweaks that would be needed along the line. If a decision was made to purchase a \$200,000 piece of equipment, it meant the service level would change because there was another capital need or maintenance to budget going forward. There would be an unaudited analysis of the fiscal year annually going forward because it set the stage for where the City was going and how it would get there.

Financial Services Director Paul Salvatore said the financial model adopted for FY 2016 used \$769,000 in cash reserves to meet the service level objectives. At that point, Salvatore said Rorie had not recommended using more than the \$769,000 to monitor what happened to revenues during the year. That had provided an extended opportunity to evaluate revenue streams from ad valorem taxes, title ad valorem taxes (TAVT), sales taxes, and protected the cash reserve fund balance. Salvatore continue that \$1.02 million had been used to increase street resurfacing from \$645,000 to \$1.8 million, \$225,000 had been added to cart path paving materials (\$440,000 to \$665,000); \$71,000 was used for engineering plans for SR 54/MacDuff Parkway and SR 54/Planterra Way, and \$79,000 had been appropriated for an additional detective in the Police Department. Using only \$769,000 had allowed additional contingency appropriations for storm response, emergency repairs, economic development initiatives, litigation expenses, short-term traffic improvements, and more.

Salvatore looked at the five-year model adopted with the FY 2016 budget, which showed the use of \$769,598 in cash reserves. It also showed that cash reserves would not be used much later on in the model. There had been a 0.25 mill tax increase programmed for FY 2017. Excess growth in the tax digest had helped to eliminate the tax increase as well as holding the FY 2017 budget flat from FY 2016.

The FY 2016 adopted budget had a zero mill increase, with the millage rate staying at 6.756. Predicted revenues were \$32,750,209, with projected use of \$769,598 in cash reserves, for total revenues of \$33,519,807. Total expenses were projected at \$33,519,807. The increase in value in the tax digest had eliminated the use of cash reserves. Ad valorem taxes had been 37.6% of the FY 2016 General Fund revenues; followed by Local Option Sales Tax (LOST), 19.9%; other taxes, 14.2%; other revenues, 11.3%; franchise taxes, 8%; fines and forfeitures, 3.4%; licenses and permits, 3.3%; and fund balance, 2.3%.

Salvatore presented the actual revenues versus budgeted revenues as of September 30:

General Fund Revenues - FY 2016 Budget vs Actual Summary

	Original Budget	Actual	Difference
Ad Valorem Taxes	\$12,599,446	\$12,386,452	(\$212,994)
Title Ad Valorem Tax (TAVT)	\$1,249,150	\$984,423	(\$264,727)
Local Option Sales Tax (LOST)	\$6,675,093	\$6,787,239	\$112,146
Franchise Taxes	\$2,694,392	\$2,601,670	(\$92,722)
Insurance Premium Tax	\$1,909,016	\$2,144,799	\$235,783
Hotel/Motel Tax	\$788,574	\$807,095	\$18,521
Other Taxes	\$1,598,911	\$1,648,504	\$49,593
Licenses & Permits	\$1,090,326	\$1,081,058	(\$9,268)
Intergovernmental Grants	\$487,902	\$494,502	\$6,600
Charges for Services	\$2,238,961	\$2,103,716	(\$135,245)
Fines & Forfeitures	\$1,142,240	\$998,608	(\$143,632)
Interest Earnings	\$53,550	\$85,417	\$31,867
Miscellaneous Income	\$222,648	\$347,153	\$124,505
	\$32,750,209	\$32,470,636	(\$279,573)
Use of Cash Reserves	\$769,598		
Total Sources of Funds:	\$33,519,807		

Salvatore noted that the TAVT projections might need to be adjusted because it was basically unpredictable. They would keep a close eye on the TAVT in FY 2017, which could require a budget adjustment. There were other variances as well. Fleisch asked what percentage of LOST the City received. Salvatore said it changed every year during this 10-year period, and he was not sure what it was for FY 2016. Overall, the City ended up approximately \$280,000 short of what was originally budgeted, which was within 1% of the original estimates.

Rorie added that the state had taken the stable vehicle ad valorem tax and turned into a volatile revenue source. The LOST also had its ups and downs. Until 2009, the ad valorem had been stable. During the year, the revenues and expenditures fluctuated, and staff monitored that so decisions could be adjusted throughout the year. He commended Salvatore, saying that throughout the waxing and waning of the economy, Salvatore had made good decisions.

Salvatore continued that the expenditures had ended up very favorable, with the exception of one item. The majority of paving was not completed in FY 2016, so the majority of that funding had been carried over into FY 2017. Several FY 2016 budget amendments had increased the use of cash reserves to \$990,213. There had been \$266,213 in unspent carryovers from FY 2015. Additional funds had been needed for right-of-way mowing (\$14,000), SAFEbuilt (\$33,000), overtime labor (\$12,000), tree removal (\$40,000), Lake Peachtree spillway (\$300,000), an unanticipated land purchase (\$300,000), and IT projects (\$25,000). The ending budgeted use of cash reserves had been over \$1.7 million, but \$1.3 million had been spent.

Rorie said all the departments were asked to execute their budgets at 98%, but variances in that goal did occur. Municipal Court was \$27,000 over budget. There had been probation, indigent care, and credit card expenses that were difficult to track and estimate. The Fire Department had been over by \$9,000 due to deployments and injuries that required an increase in part-time staffing. Due to these types of variables, Rorie ran an expense report at least once a quarter for each department.

Prebor asked why SAFEbuilt had been increased. Rorie said additional contract help had been added to assist with the front desk, plan review, and other items. The split with SAFEbuilt had also changed, and the costs would go up because they were directly related to building and permitting, which were on the rise. Salvatore said the good news was the revenue would increase as well.

The adopted five-year model for FY 2017 showed a minimal increase in the cash reserves of \$43,543, Salvatore said. The projected use of cash reserves in FY 2016 had been \$1.4 million. Actual use of cash reserves was \$118,227, which Salvatore said was distorted due to the \$1.2 million carryover for paving. The City had actually come in approximately \$116,000 better than what was originally projected for FY 2016.

There had already been expense adjustments for FY 2017 that included \$1.2 million in unspent carryovers (mostly street paving), \$23,550 for a part-time Planning position, (\$25,000) miscellaneous additional savings, and (\$223,000) in health insurance administrative cost savings. The revenue side adjustments included TAVT (\$220,000), cable franchise taxes (\$22,000), fines and forfeitures (\$30,000), Insurance Premium Tax (\$168,000), and \$2,343 in miscellaneous adjustments. Salvatore said he would lower the revenue estimates by \$100,000 in FY 2017. There had been a hard expense savings in the health insurance administrative costs, which would continue to save the City \$150,000 each year thereafter. Based on what they now knew, Salvatore expected the \$11,432,800 in cash reserves in FY 2017 to increase by \$239,000.

Salvatore looked at capital projects and bond debt, noting that two loans would be paid off during FY 2017 – a 2001 City-wide capital improvement loan and a 2002 loan for a land purchase. An equipment lease would also be paid off during FY 2017. The total General Fund supported debt service after FY 2017 would be \$10,466,110, which was the equivalent of 5.274 mills. The General Fund

debt service payment each year was the equivalent of 1.349 mills, or approximately \$3 million per year.

Salvatore said the City had very low outstanding debt for a city of its size and maturity, which was part of the reason for the City's AAA credit rating. The debt that was left had a relatively short horizon and would be paid off within five years. Fleisch noted that after refinancing, the bulk of the loans had an interest rate 2% to 3%. Salvatore said some of the loans were less than 2%.

Rorie reiterated that the City did not have a lot of debt in relation to the overall budget. The decision-making process had been very sound through the years. There would always be revolving equipment leases. The question was what to do when the bond debt was retired and how the City would budget for the issues that had been dealt with by the bond debt.

General Obligation bonds included 2003 refunding bonds and 2011 Library refunding bonds. The 2003 bonds would be paid off in 2018, and the 2011 bonds would be paid off in 2019. The millage rate equivalent was 0.309 mills. After the FY 2017 payments, the principal balance for both would be \$1,025,000.

Rorie gave an update on the 2014 Facilities Authority bond, which had been approved in November 2014. The original budget had been \$3,060,591, and the amended budget was \$3,059,641. The budget balance was currently \$1,947,913. Rorie said more projects might be added based on the savings.

Completed projects included fire protection systems in buildings Citywide, adding electricity to Drake Field, tower improvements at the BMX track, BMX irrigation, PAC irrigation, Glenloch Recreation HVAC, Braelinn basketball courts, PAC building roof, Clover Reach pool demolition, Kedron Aquatic Center HVAC, Tennis Center awnings replacement, Tennis Center HVAC, Tennis Center lighting, and Public Works administration building HVAC.

Rorie pointed out that bids were due on December 20 for roof replacements for Police Department, Fire Stations 83 and 84, and the Tennis Center Clubhouse. Station 81 building repairs bids were also due December 20. Other projects in progress included the audio-visual system for Council Chambers, Kedron Aquatic Center restoration, Kedron Rink improvements, Police Department HVAC, Fire Station 84 exterior seal coat, Public Works generator, Public Works administrative building generator, and playground equipment replacement. Project managers were encouraged to save 10%.

Projects scheduled for completion in FY 2017 included City Hall windows replacement, Skate Park renovations, Library window replacement, Fire Station parking lot resurfacing, Fire Station 83 exterior seal coat, Public Works building improvements, and Public Works ancillary building roof.

Issues on the horizon included street resurfacing, cart path maintenance, building/facility maintenance, spillway construction, and SR 54 traffic improvements.

Public Works Supervisor Scott Hicks said City roads were evaluated every two years using the PACERS Rating System, which looked at cracks, bumps, and other items. Out of 179 miles of roadway, 36% (64 miles) were rated below 80. The cost for full depth reclamation on those 64 miles would be \$30 million or \$470,000 per mile. Funding in the FY 2017 budget was \$1.8 million. In 2015, 4.03 miles of road were completed for \$1.8 million. In FY 2016, 2.89 miles were completed for \$1.36 million, and another \$150,000 was spent on speed tables and additional striping. In FY 2018, Hicks said they hoped to double the effort by increasing funding to \$3.7 million annually for eight miles of road. He noted that if the City stayed at \$1.8 million in funding, the City would be going backwards with paving. It would be 40 years before they could even start working on those roads that were currently rated 80 and above. They needed to get to maintenance mode. In the meantime, the remaining 115 miles of roads continued to deteriorate.

Hicks continued that 13% (12 miles) of the City's path system were rated below 80. In FY 2016, nine miles of resurfacing had been completed, a couple of paths had been extended (including a path to the Drake Field parking area), and maintenance and upgrades had been performed on six tunnels. The system had 100 miles of paths, 29 tunnels, 35 bridges, and 177 at-grade crossings. The labor and materials cost to resurface one mile was \$175,000 (outsourcing paving quotes ranged from \$375,000 to \$400,000 per mile). Annual labor and resources cost approximately \$1.7 million for resurfacing, which was equivalent to 0.895 mill.

Rorie noted that the master plan for the path system had been updated in 2010, and the master plan had been used to identify potential Special Purpose Local Option Sales Tax (SPLOST) projects. The master plan identified 24.75 miles of new paths, 59 new path projects, five new multi-use bridges/tunnels, and 10 new tunnels to replace existing corrugated metal tunnels. The estimated cost in 2010 for those items was \$15,524,782. They were currently working on realignments and bridge assessments. The crew did what they could little by little and continued to make progress. Potential SPLOST projects included enhancing resurfacing efforts, adding path extensions, and adding bridges and tunnels.

There were spreadsheets and a software management program, Manager Plus, that helped staff predict when roofs, HVAC units, and other items needed replacement, which then allowed staff to plan and determine a budget number for facility maintenance. The City owned 40 buildings (City Hall, concessions, restrooms, etc.) and 24 structures (Plaza fountain, fuel island, Amphitheater stage, gazebo, etc.) that were insured for \$43.3 million.

Rorie added that when the Facilities Bond debts retired, the roofs and HVAC systems would be 10 years old. Money should be put in a sinking capital fund for replacements. In FY 2017, \$383,000 (0.1%) was spent for building repair and maintenance, such as HVAC maintenance, pest control, back flow maintenance, fire alarm/extinguishers, dumpsters, etc.). There were limited funds for other maintenance needs such as painting, fountain restoration, bathroom fixtures, flooring, and other items. In FY 2018, \$430,000 in additional funding was earmarked for other building facility maintenance needs. Funds had been needed to replace 20-year old faucets in bathrooms in City Hall. In FY 2016, there had been \$25,000 in budget for maintenance to fix roofs, faucets, and everything else. The Facilities Manager could not spend the money without approval because this was a new program. Another \$25,000 had been added to the FY 2017 budget. Rorie continued that \$6,000 was spent every year on maintenance and cleaning on the fountain. He had to find \$27,000 to resurface the fountain, which was needed now. Going forward, the plan was to put 1% of the total assessed value of the properties into a sinking fund to help with the maintenance issues. He wanted to start with \$200,000 in the budget and work up to \$480,000 annually for maintenance as opposed to incurring bond debt.

Construction on the spillway replacement was scheduled to begin in September 2017, with the cost between \$3.1 million to \$3.5 million. Fayette County would contribute \$2 million. Without the path bridge, \$1.1 million to \$1.5 million in funding would be needed from the City. Potential SPLOST funds had been identified to help with the projects.

Plans for traffic improvements at SR 54/Planterra Way and SR 54/MacDuff Parkway were ready to execute once a funding source was identified. Rorie said the Georgia Department of Transportation (GDOT) would be repaving SR 54 in the spring of 2017, and the City had to be ready to work with GDOT at that time. He noted that the cost in the SPLOST manual was estimated at \$650,000 for each intersection for night time work. The estimated cost for daytime construction was \$500,000 for each intersection. The short-term impact would be huge, but the long-term gain would be worth it.

Rorie continued that paving and resurfacing efforts had to be doubled so eight miles per year would get done. Staff had tried to show Council that the FY 2016 budget had been executed well. The forecast for FY 2017 was looking good, and \$236,000 could be added to the cash reserves, but that

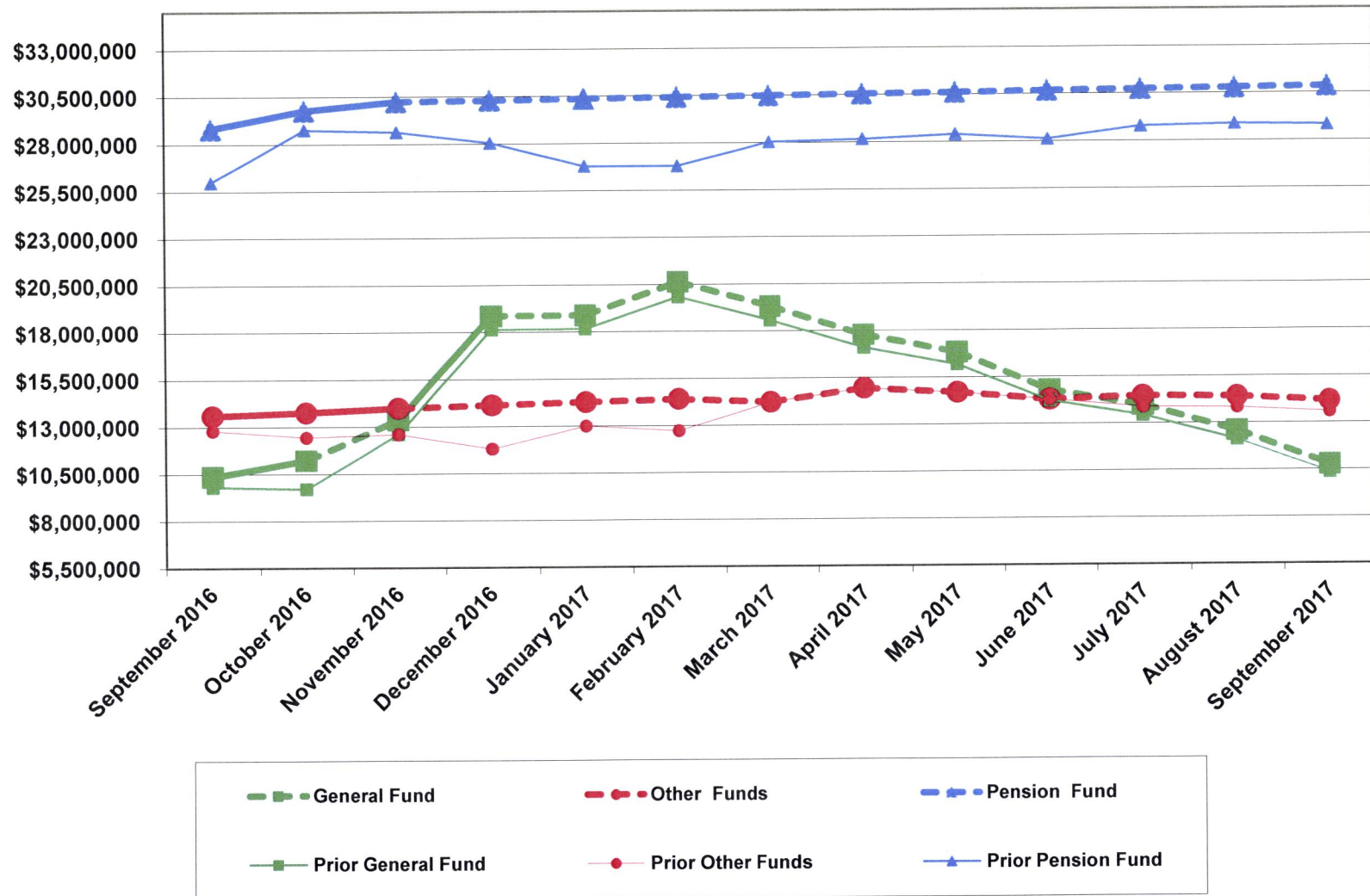
amount was a "drop in the bucket" compared to funds that were needed. They would have to look at some issues moving forward. The infrastructure was beginning to fail, and identifying funding sources was an integral part the City's quality of life.

There being no further business to discuss, the meeting adjourned at 8:36 p.m.

Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY
FISCAL YEAR 2017 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



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

CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE TWO MONTHS
ENDED NOVEMBER 30, 2016

PERCENTAGE OF BUDGET YEAR COMPLETED 16.67% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 14,674,838	\$ 4,083,267	\$ (10,591,571)	27.82%
Franchise Taxes	2,644,990	47,475	(2,597,515)	1.79%
Local Option Sales Tax	6,877,335	1,141,140	(5,736,195)	16.59%
Other Sales & Use Taxes	852,598	140,668	(711,930)	16.50%
Business Taxes	2,567,604	2,505,265	(62,339)	97.57%
Licenses & Permits	1,115,640	452,599	(663,041)	40.57%
Intergovernmental/Grants	450,902	28,500	(422,402)	6.32%
Charges for Services	1,206,346	164,811	(1,041,535)	13.66%
EMS Billings	879,169	135,646	(743,523)	15.43%
Fines & Forfeitures	1,073,706	156,082	(917,624)	14.54%
Investment Income	54,876	7,380	(47,496)	13.45%
Other Revenue	170,192	77,448	(92,744)	45.51%
Other Financing Sources	957,557	152,180	(805,377)	15.89%
Total General Fund Revenues	\$ 33,525,753	\$ 9,092,461	\$ (24,433,292)	27.12%
Surplus Carryover	1,187,719			
Total General Fund	\$ 34,713,472			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 519,752	\$ 99,580	\$ 420,172	19.16%
Administrative Services	2,514,376	352,645	2,161,731	14.03%
Financial Services	1,516,021	225,246	1,290,775	14.86%
Police Services/Code Enforcement	6,644,041	1,039,674	5,604,367	15.65%
Fire/EMS Services	7,097,977	1,029,069	6,068,908	14.50%
Public Works/Building Maint./Engineering	7,828,478	551,701	7,276,777	7.05%
Planning & Development	1,190,822	142,560	1,048,262	11.97%
Recreation & Special Events/Ground Maint.	4,244,701	543,445	3,701,256	12.80%
Non-Divisional:				
Unemployment Insurance	20,000	-	20,000	0.00%
Non-Profit Organizations	25,000	25,000	-	100.00%
Transfer to Airport Authority	91,800	15,300	76,500	16.67%
Transfers to Other Funds	3,200,946	103,748	3,097,198	3.24%
Liability Insurance	116,566	69,971	46,595	60.03%
Litigation Services	234,090	14,169	219,921	6.05%
General Administration/Miscellaneous	75,200	13	75,187	0.02%
	3,763,602	228,201	3,535,401	
Budgeted Savings	(606,298)	-	(606,298)	0.00%
Total General Fund	\$ 34,713,472	\$ 4,212,121	\$ 26,800,095	12.13%

HOTEL/MOTEL FUND REVENUES				
Description	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 1,755,658	\$ 286,018	\$ (1,469,640)	16.29%

HOTEL/MOTEL TRANSFERS OUT				
Type	2017 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 768,100	\$ 133,902	\$ 634,198	17.43%
Transfer to Tourism Association	932,558	152,116	780,442	16.31%
Transfer to Amphitheater Fund	55,000			
Total Hotel/Motel Transfers Out	\$ 1,755,658	\$ 286,018	\$ 1,414,640	16.29%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF OCTOBER 31, 2016

SUMMARY OF PURCHASE ORDERS ISSUED OVER \$10,000 APPROVED BY CITY MANAGER NOVEMBER 2016			
Description	Vendor	Award	Date
None to Report			
PURCHASING REPORT FOR MONTH ENDED NOVEMBER 30, 2016 AND NOVEMBER 30, 2015			
Activity	Fiscal Year 2017	Fiscal Year 2016	
Purchase Orders / Requisitions Processed	208	183	
Sealed Bids Requested	2	1	
Requests for Proposals	0	0	
Bids Awarded	1	3	
Requests for Proposals Awarded	0	0	
Contracts Prepared	1	3	
Electronic Auction	10	0	
Fixed Assets Purchases	3	6	
Production,Back-up and Video Storage			
Harley Davidson PD Motorcycle			
Sutphen Monarch Rescue Pumper			

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
NOVEMBER 2016

HOLIDAY LUNCHEON	SAFE BUILT	2,800.00
HAZMAT	FAYETTE COUNTY RESOURCE	2,266.99
TOTAL MONTH OF NOVEMBER 2016		<u>\$ 5,066.99</u>

**CITY OF PEACHTREE CITY
LITIGATION SERVICES
FISCAL YEAR 2017
PAID AS OF November, 2016**

Litigation Services (100-1505-579130)

<u>Vendor</u>	<u>Month Paid</u>	<u>Project</u>	<u>Amount</u>
GIRMA	November	EEOC Claim	\$ 3,676.00
GIRMA	November	Accident	4,849.74
GIRMA	November	Accident	5,000.00
			<u>\$ 13,525.74</u>
SMITH, WELCH, WEBB	November	Ethics	\$ 73.50
			<u>\$ 73.50</u>
SUMNER/MEEKER	October	High Sierra	\$ 480.00
SUMNER/MEEKER	October	EEOC Claim	1,622.52
SUMNER/MEEKER	October	PTC Holdings	420.00
SUMNER/MEEKER	November	EEOC Claim	569.28
			<u>\$ 3,091.80</u>
(Less amount charged back to FY16)			<u>(2,522.52)</u>
			<u>\$ 569.28</u>

Total Litigation Services to Date	\$ 14,168.52
--	---------------------

November FY2017 Litigation Expenses (100-1505-579130)	\$ 14,168.52
---	--------------

Legal Fees: Lake Peachtree Dam

Total Lake Peachtree Dam Legal Fees	\$ -
--	-------------

Peachtree City Fire - Rescue Station Response Report 2016

Response	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2016 Y-T-D
Total Number of Fire Calls	53	91	95	75	83	73	52	63	47	81	80		793
Total Number of EMS Calls	234	232	262	219	277	246	262	259	292	255	245		2783
Total Number of Fire/EMS Calls	287	323	357	294	360	319	314	322	339	336	325		3576
Average Response Time - Fire	5:28	4:11	4:10	5:03	4:38	5:14	5:10	4:22	4:42	5:17	4:47		4:49
Average Response Time - EMS	4:21	4:22	4:18	4:05	4:23	4:22	4:30	4:26	4:40	4:35	4:35		4:25
Calls for Primary Zones													
STATION 81	89	72	93	93	104	86	91	109	119	90	97		1043
STATION 82	60	89	100	76	88	79	92	83	78	85	89		919
STATION 83	104	117	109	83	110	108	86	93	97	115	98		1120
STATION 84	34	45	55	42	58	46	45	37	45	46	41		494
TOTAL RESPONSE	287	323	357	294	360	319	314	322	339	336	325		3576

**FY2017 MONTHLY REPORT
LIBRARY**

ACTIVITY DESCRIPTION	UNIT													FY2017	FY2016
		October	November	December	January	February	March	April	May	June	July	August	September	YEAR-TO-DATE	YEAR-TO-DATE
Items - Acquired	Num.	303	434											737	683
Items - Circulated	Num.	29,958	26,976											56,934	58,676
Items - Loaned to Other Libraries	Num.	1,074	1,084											2,158	2,162
Items - Borrowed From Other Libraries	Num.	1,573	1,558											3,131	3,112
Class Visits	Num.	1	0											1	3
Group Meetings	Num.	39	28											67	76
Monthly Traffic	Num.	17,557	15,652											33,209	31,830
Children's Programs Number of Participants	Num.	20	15											35	49
Adult Programs Number of Participants	Num.	1,082	414											1,496	1,626
														16	14
														177	92
Revenue from Overdue Books	Dls.	3,665	3,235											6,900	7,243
Revenue from Copies Made	Dls.	485	427											912	1281
Reference Assistance	Num.	1,826	1,985											3,811	2,320
Exams Proctored	Num.	29	28											57	44
Revenue from Proctoring	Dls.	410	370											780	590
Internet Usage	Num.	1,549	1,346											2,895	3,762
Volunteers	Num.	41	37											78	86
Number of Hours Worked	Num.	203	193											396	521
Digital Downloads	Num.	2,328	2,308											4,636	4,195
Electronic Reference Access (Excluding GALILEO)	Num.	341	290											631	221

Notes: Coming soon...Hoopla streaming music and video. Library hours changing to year round as follows: M-Th, 9 a.m. - 8 p.m.; Fri & Sat, 9 a.m. - 5 p.m.; Sun, 1 - 5 p.m. (no change). ALA Midwinter Meeting in Atlanta in January. Peachtree City will be test site in 2017 for credit card payments through Evergreen (PINES software).

PEACHTREE CITY POLICE DEPARTMENT
2016 MONTHLY REPORT

2016 2015
 Calendar Year to Date Calendar Year to Date

November 2016 October 2016

<u>TOTAL PART I CRIMES</u>	74	43	530	508
CRIMINAL HOMICIDE	0	0	1	0
FORCIBLE RAPE	0	1	5	3
ROBBERY	0	2	5	5
AGGRAVATED ASSAULT	0	0	9	9
ARSON	0	0	0	0
MOTOR VEHICLE THEFT	3	4	36	40
LARCENY - THEFT (SHOPLIFTING, ENTERING AUTOS, ETC) * 36 Entering Autos for Nov	68	34	432	420
BURGLARY	3	2	42	31
 <u>DUI ARRESTS</u>	 17	 12	 145	 147
 DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other				
 TOTAL DRUG ARRESTS	 20	 12	 131	 107
 <u>OTHER ARRESTS</u>				
 PROPERTY CRIMES	 21	 11	 150	 110
PERSON CRIMES	5	3	64	54
TRAFFIC OFFENSES	16	24	239	250
OTHER	32	22	254	231
 <u>CALLS FOR SERVICE</u>	 4,108	 4,476	 45,059	 46,995
 <u>TRAFFIC</u>				
 CITATIONS ISSUED	 796	 715	 8,265	 9,196
CITY ORDINANCES	33	45	423	363
WARNINGS	558	685	5,895	7,623
ROADWAY CRASHES	93	85	832	759

RECREATION & SPECIAL EVENTS REVENUE

AS OF November 30, 2016

WITH COMPARISONS TO AUGUST FY2014, FY2015 & FY2016

Percent of budget year completed to date: 16.70%

	ACTUAL THRU November			ORIGINAL		CURRENT	ACTUAL	%
	FY 2014	FY 2015	FY 2016	BUDGET	BUD	BUDGET	THRU	%
RECREATION REVENUE	FY 2014	FY 2015	FY 2016	FY 2017	ADJ.	FY 2017	November	Collected
County Operating Grant	114,000	114,000	114,000	114,000		114,000	28,500	25.00%
Events	7,213	6,722	6,271	7,500		7,500	577	7.69%
Program Fees - Recreation	\$ 179,271	\$ 182,273	\$ 159,264	\$ 186,085	\$ -	\$ 186,085	\$ 3,950	2.12%
Program Fees - Kedron	201,951	214,041	256,068	230,855		230,855	27,956	12.11%
Program Fees - Kedron Open Gym	14,622	21,965	21,958	21,811	-	21,811	3,666	16.81%
Program Fees- Athletic Tournaments	2,695	18,905	14,260	5,740		5,740	1,220	21.25%
Facility Maintenance Rec.- Athletic Assoc.	89,110	130,513	101,435	120,500	-	120,500	63,006	52.29%
Facility Maintenance Ked- Athletic Assoc.	11,905	1,136	19,321	\$7,500	-	7,500	321	4.28%
Facility Rental- Tennis Center	20,000	22,000	24,000	24,000		24,000	4,000	16.67%
Facility Rental - Recreation	30,122	5,573	18,228	10,500	-	10,500	460	4.38%
Facility Rental - Kedron	19,621	24,751	34,767	37,464	-	37,464	8,678	23.16%
Program Fees - Pool Fees/Passes	91,093	87,521	104,337	93,837	-	93,837	9,343	9.96%
Program Fees - Kedron Swim Teams	52,054	49,596	44,519	50,536	-	50,536	11,326	22.41%
Program Fees - Kedron Swim Lessons	6,705	12,893	7,592	14,020	-	14,020	-	0.00%
Program Fees - Rec Pool Revenue	7,040	5,489	15,342	5,600		5,600	-	0.00%
	\$ 847,402	\$ 897,378	\$ 941,362	\$ 929,948	\$ -	\$ 929,948	\$ 163,003	17.53%

Recreation Programming- Kedron and Glenloch Centers were voting sites for the November 8 election. Basketball referee training was held on Nov. 9 and 14. The Kedron gym floor was resurfaced.
Special Events- Braelinn Elementary had 400 in attendance at the Braelinn Elementary Fun Run Salutes Our Veterans.
Tournaments Notes - Peachtree City Travel Baseball tournament at the PAC - attendance 350. Southside Classic Lacrosse tournament at Riley fields and 2 other locations - overall attendance 3,750 19 Basketball teams registered for winter adult basketball

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

Term of Appointment

November 2016

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Jack Bernard 10/01/15 - 09/30/18	12	12	10	2	4/11/2016 6/13/2016	83%
Lisa Curtis 10/06/16 - 09/30/19	12	2	2	0		100%
Aaron Daily - Vice Chairman 10/1/14 - 09/30/17	12	12	12	0		100%
Frank Destadio Chairman 04/21/11 - 09/30/18	12	12	9	3	1/25/2016 4/11/2016 6/13/2016	75%
JT Rabun 10/06/16 - 09/30/19	12	2	1	1	10/10/2016	50%
Stacy Holcomb Alternate 10/06/16 - 09/30/17	12	2	2	0		100%

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

December

Term of Appointment

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Eric Snell, Recreation and Special Events Advisory Board Rep. <i>01/01/15 - 12/31/16</i>	11	11	9	2	3/23/2016 11/16/2016	82%
Jonathan Fralick Recreation Venue <i>1/1/2015 - 12/13/16</i>	11	11	10	1	10/19/2016	91%
Mike King City Council <i>01/01/15-12/31/15</i>	11	11	11	0		100%
Hope Macaluso, Secretary/Treasurer Airport Authority <i>01/01/14-12/31/15</i>	11	11	10	1	2/17/2016	91%
Vendo Toming, Business Owner <i>02/06/15 - 12/31/16</i>	11	11	9	2	3/23/2016, 9/21/2016	82%
Mike Regli Hotel/Motel <i>01/01/15-12/31/16</i>	11	11	11	0		100%
Scott Porter Business Owner <i>02/17/16 - 12/31/16</i>	11	10	6	4	03/23/2016, 05/18/2016, 06/15/2016 11/16/2016	60%
Rick Adlington Hotel/Motel Alternative <i>02/17/16 - 12/31/16</i>	11	10	9	1	10/19/2016	90%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: December 28, 2016

SUBJECT: Consider Indemnification Resolution
January 5, 2017, City Council Agenda

Recommendation:

That Council adopt the attached resolution indemnifying City elected and appointed officials (except officials of authorities) and employees.

Discussion:

Each year, Council adopts a resolution indemnifying officials and employees and agreeing to defend and pay judgments rendered against them for acts or omissions performed or neglected to be performed by them in the course of their employment or association with the City. This indemnification does not apply to individuals who act outside of the scope of their duties or authority, or act oppressively, maliciously, corruptly, or without authority, nor does it apply to city authorities that function autonomously and have their own liability coverage.

Budget Impact:

Other than as outlined, legal representation for this type of claim is included under the umbrella of the City's Liability Insurance Policy.

Attachment

COUNTY OF FAYETTE
CITY OF PEACHTREE CITY

RESOLUTION # _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY REGARDING POTENTIAL LIABILITY
OF CITY ELECTED OFFICIALS, APPOINTED OFFICIALS, AND EMPLOYEES**

WHEREAS, the City of Peachtree City is a municipal corporation duly chartered and incorporated by the State of Georgia; and

WHEREAS, as a result of certain decisions by State and Federal Courts, elected and appointed officials and employees of the City may be subject to suits seeking to hold those persons personally liable for damages; and

WHEREAS, elected and appointed officials, employees, and other individuals may be subject to formal complaints under the City Code of Ethics; and

WHEREAS, the City Council deems it to be in the best interest of the City to indemnify, defend, and protect City elected and appointed officials and employees from certain liability,

IT IS THEREFORE, RESOLVED THAT:

The City of Peachtree City shall indemnify, defend and pay any and all judgments rendered against any City elected official or appointed official (with exception of officials of authorities) or employee for any and all suits brought against them for any acts or omissions performed or neglected to be performed by them in the course of their employment, or association with the City.

The City of Peachtree City shall provide legal counsel to any elected official, appointed official, employee, or other individual who is investigated under the City's Code of Ethics (with the exception of officials of authorities) for representation before the Hearing Officer, the investigation conducted by the Hearing Officer, and any action taken by Council. Such legal counsel shall be selected by the individual requesting representation and be reimbursed by the City at a rate not to exceed the approved hourly rate of the City Attorney plus 20%.

The indemnification shall not apply to those individuals who acted oppressively, maliciously, corruptly, or without authority of law as defined under O.C.G.A. §36-33-4.

This resolution shall remain in full force and effect until such time as it may be amended or repealed by a subsequent resolution of the City Council.

SO RESOLVED, in open session assembled pursuant to law. This 5th day of January 2017.

Mayor

ATTEST: _____
Betsy Tyler, City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Betsy Tyler, Public Information Officer/City Clerk 

DATE: December 28, 2016

SUBJECT: Designation of City's Legal Organ
January 5, 2017, City Council Meeting

Recommendation:

That Council again designate the *Fayette County News/Today in Peachtree City* as the legal organ for the City of Peachtree City.

Discussion:

Each year, the City of Peachtree City must designate the official legal organ in which notices of public hearings, millage rate, and other notices required by state law and City Ordinance will run.

County legal organs are designated by the Probate Court Judge, Sheriff, and Superior Court Clerk, and the newspaper must have a paid circulation component. The designated Fayette County legal organ for 2017 will remain the *Fayette County News/Today in PTC*.

Although municipalities have more latitude in designating their legal organ, state law stipulates that certain municipal legal ads continue to run in the County legal organ. This includes bond notices, police seizures, municipal court ads, condemnation proceedings, distilled spirits sales and licensing, and nuisance abatement ads. Further, local businesses advertising for articles of incorporation, dissolution, and registration of trade names must advertise in the legal organ of the County. Notices for Peachtree City properties in foreclosure, estate transfers, adoptions, and public sales would also continue to run in the County legal organ.

As the long-time legal organ of the County and Peachtree City, the Wednesday *Fayette County News/Today in Peachtree City* is the publication that residents associate with all legal ads, and in which many local ads would continue to run.

Staff is recommending that the City again designate the *Fayette Daily News/Today in PTC* as the legal organ for 2017 to ensure correct placement of legal ads, to maintain the lowest possible expenses for the City, and to provide a single source for the community to access legal ads.

Budget Impact:

Because it is a continuation of an existing rate for budgeted expenditures, appointing the *Fayette Newspapers/Today in PTC* would have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council ✓
FROM: Jonathan N. Rorie, City Manager ✓
DATE: 12/12/2016
SUBJECT: Consider Appointment of Airport Authority Members
Consent Agenda, January 5, 2017

Recommendation:

Appoint Tom Lacy to the Airport Authority Board for the term stated 1/1/2017 – 12/31/2021. In addition, appoint Allen Morrison as an alternate member, in the event a vacancy occurs.

Discussion:

The Selection Committee - composed of Mayor Vanessa Fleisch, Council Member Mike King, Airport Authority Chairman Bryan LeBrecque and myself considered five (5) applicants for the vacancies on the Airport Authority.

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

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

Budget Impact:

This item should have no budgetary impact.

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Airport Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. at the Atlanta Regional Airport-Falcon Field. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority. The Authority is responsible for the operation of the Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, November 18, 2016**. Interviews will be held the week of December 5, 2016. Debbie will contact you with meeting times. If you have questions, please call (770) 632-4260.

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

NAME:

Tom Lacy The Lacy Law Firm P.C.

ADDRESS:

P.O. Box 3078, Peachtree City, GA 30269

TELEPHONE (Cell)

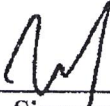
(078) 013-0505

(Alt Phone)

(770) 480-8445

(E-mail:)

tlacy@lacyfirm.com


Signature

11/18/2016
Date

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

11 years

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

The airport is, and will continue to be, a key economic asset for the city. Promoting it and ensuring that it is well run is a way to serve the community.

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

I am an attorney with 20 years of litigation experience mainly in insurance and business litigation. I will be able to assist the authority in its decision making process and maintain compliance with all of the relevant regulations.

4. List major jobs you have held during your working career- include name of company and the position held.

I was a field artillery officer in the United States Army after graduation from UGA. I then attended law school at UGA and worked in several large law firms before starting my own firm here in Fayette County. I was an associate at Lord, Bissell & Brook, Chitwood and Harley and Kilpatrick Stockton. My first firm was Lacy & Snyder, LLP. I am currently in a solo firm, The Lacy Law Firm P.C.

5. Do you have any experience relating to airport operations?

No.

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

No.

7. Are you willing to take continuing education classes?

Yes

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

No

9. Describe your current community involvement.

I have been an active member of the local, State and Federal bars. I have also served in the local Kiwanis group and am currently the Vice-Chairman of the World War 1 Centennial Commission for Georgia.

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Airport Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. at the Atlanta Regional Airport-Falcon Field. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority. The Authority is responsible for the operation of the Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, November 18, 2016**. Interviews will be held the week of December 5, 2016. Debbie will contact you with meeting times. If you have questions, please call (770) 632-4260.

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

NAME: Allen James Morrison

ADDRESS: 512 Planceer Place

Peachtree City, GA 30269

TELEPHONE (Cell) (404) 402-2452

(Alt Phone) (404) 968-6065

(E-mail:) allenjamesmorrison@gmail.com



Signature

11/15/16

Date

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

My family moved to Peachtree City in July 1991 when I was in the 6th grade. With the exception of a brief 18 month period from July 2005 - December 2006, I have been privileged to call Peachtree City home for over 25 years. I purchased my home on Planceer Place in April 2008.

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

I have been looking for a way to serve my community and I believe serving on Airport Authority would allow me to do that by leveraging both my personal and professional knowledge of the aviation industry.

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

On a professional level, I have 18 years of aviation experience and am familiar with both operations and terminology as well as experience working with budgets and financial based decision making. Personally, I have been around airports all my life with both my brother and father being general aviation pilots based out of Falcon Field.

4. List major jobs you have held during your working career - include name of company and the position held.

Please see attached resume.

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

As my family are tenants at Falcon Field, I am frequently at the airport and aware of how the airport operates and the key players in its operation. I am also familiar with disaster continuity planning and recovery through my employer, focused on facility preparedness and testing.

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

I have attended 4 meetings of the Airport Authority over the past year.

7. Are you willing to take continuing education classes?

Absolutely. I believe continuing education classes are important, both personally and professionally.

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

None. I have already spoken to my employer prior my submitting this application and my employer enthusiastically encouraged me to apply.

9. Describe your current community involvement.

Currently, my community involvement is limited which is why I am looking to volunteer and serve on the Peachtree City Airport Authority. I believe this is an opportunity where I can leverage my knowledge and experience with a desire to serve the community in which I live.

Allen James Morrison

512 Planceer Place ~ Peachtree City, Georgia 30269

(404) 402-2452

allenjamesmorrison@gmail.com

OBJECTIVE

To apply my professional and personal experience to help my community in the operation of Atlanta Regional Airport – Falcon Field by becoming a member of the volunteer Peachtree City Airport Authority.

EDUCATION

Master of Business Administration

2009

Tepper School of Business, Carnegie Mellon University

Pittsburgh, PA

Bachelor of Science in Aerospace Engineering

2003

Georgia Institute of Technology

Atlanta, GA

WORK EXPERIENCE

PRATT & WHITNEY – GEORGIA DISTRIBUTION CENTER

2015 - Present

Materials Manager

Atlanta, GA

Management position within the Global Distribution & Logistics network.

- Responsible for the management of the commercial spares logistics operation within the Georgia Distribution Center.
- Manage third party logistics (3PL) provider to provide quality service and maintain world class on-time delivery on 225K+ deliveries per year worth approximately \$2.4 billion USD for the Pratt & Whitney global customer base.
- Provide 24/7 support for commercial spares and production operations to meet all Aircraft on Ground (AOG) and production line stops world-wide.
- Drive local continuous improvement projects to define and maintain efficient processes for use within the Georgia Distribution Center.
- Experience with facility startup and troubleshooting.

PRATT & WHITNEY – COLUMBUS ENGINE CENTER**2006 - 2015****Senior Engineer/IT Project Manager**

Columbus, GA

IT/Engineering position within the Columbus Engine Center.

- Responsible for the management of IT projects, ranging from requirements gathering and system development to release management and post implementation support.
- Acted as release manager for locally developed programs as well as externally developed systems (SAP). Release manager duties included testing, training, and integration with/development of Pratt & Whitney business processes.
- Coordinated across multidisciplinary teams within Columbus Engine Center as well as with international engine centers for business requirements gathering.
- Responsibilities also included providing direction, consultation, and support whenever needed for a variety of projects, both inside and outside the facility.

PRATT & WHITNEY – AFTERMARKET SERVICES**2005 - 2006****IT Business Analyst**

Windsor, CT

IT position within the Business Applications Team, Aftermarket Support and Services.

- Responsible for development and implementation of functionality in global ERP system.
- Tasks included working with engine centers worldwide to gather requirements, analyze data/trends, develop functionality, and implement the new systems across the globe in Pratt and Whitney's facilities.
- Support also included not only management of initial functionality roll-out but also customer training, further system enhancement, and global production support.

PRATT & WHITNEY – COLUMBUS ENGINE CENTER**2001 - 2005****Technical Planner**

Columbus, GA

Engineering position within the Columbus Engine Center.

- Role included data development and implementation for an ERP engine configuration system for the V2500 engine line.
- Responsibilities covered data management/analysis, training, and system implementation.
- Provided support with engine shop processing and troubleshooting.

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Airport Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. at the Atlanta Regional Airport-Falcon Field. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority. The Authority is responsible for the operation of the Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, November 18, 2016**. Interviews will be held the week of December 5, 2016. Debbie will contact you with meeting times. If you have questions, please call (770) 632-4260.

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

NAME:

JAMES H. SAVAGE

ADDRESS:

107 LAKE FOREST DRIVE

PEACHTREE CITY, GA 30269

TELEPHONE (Cell)

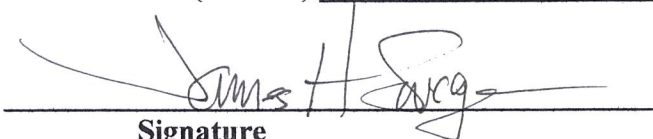
404-375-0674

(Alt Phone)

770-487-7660

(E-mail:)

JHSAVAGE@BELLSOUTH.NET


Signature

11/14/2016
Date

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

40 YEARS

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

I AM RETIRED AND WOULD LIKE TO USE MY AVIATION EXPERIENCE TO BENEFIT ATLANTA REGIONAL AIRPORT - FALCON FIELD.

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

SEE ATTACHED RESUME.

4. List major jobs you have held during your working career - include name of company and the position held.

SEE ATTACHED RESUME.

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

I WAS AIRPORT MANAGER AT ATLANTA REGIONAL AIRPORT (THEN KNOWN AS PEACHTREE CITY - FALCON FIELD) FROM 1991 TO 2003.

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

I HAVE ATTENDED ALL MEETINGS OF THE AIRPORT AUTHORITY DURING 2016.

7. Are you willing to take continuing education classes?

YES.

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

I DO NOT BELIEVE SO.

9. Describe your current community involvement.

I AM A MEMBER OF THE DIXIE WING, COMMEMORATIVE AIR FORCE,

James H. Savage
107 Lake Forest Drive
Peachtree City, Georgia 30269
Home: (770) 487-7660 – Cell: (404) 375-0674
jhsavage@bellsouth.net

SUMMARY

I'm an aviation professional with over 50 years experience in a variety of aviation related businesses and organizations. I have a successful record in the management of aviation and airport based operations; employee supervision and training; financial planning and budget control; airport and product development; facility construction administration and inspection; development and compilation of project construction specifications; use and control of publicly owned facilities; customer relations; and achieving corporate goals and objectives. I would like to make these skills available to the Peachtree City Airport Authority for the continued improvement and development of Atlanta Regional Airport - Falcon Field.

WORK EXPERIENCE

2014 - Present RETIRED

During this period of career reflection, I have concluded that being idle most every day while relaxing, is in fact rather boring. Therefore I seek to return to the aviation industry as a volunteer to an organization dedicated to the continued operation and improvement of one of the finest general aviation airports in the nation.

2011 - 2014 AULICK ENGINEERING *Inspection Services*

As an independent contractor working with this company, I provided resident on-site inspections during the construction phase of airport and civil engineering projects funded by the Federal Aviation Administration and the Georgia Department of Transportation.

2011 - 2011 PEACHTREE CITY AIRPORT AUTHORITY *Interim Airport Manager/ Manager of Operations*

As a contract employee with a six month interim employment agreement, I was responsible for the day-to-day operation of the airport and the supervision of its FBO and airfield maintenance personnel. I developed the payroll and maintenance portions of the operations budget for the coming year and oversaw the implementation of a new point-of-sale computer program to improve customer service capabilities.

2004 - 2011 WILBUR SMITH ASSOCIATES *Aviation Specialist/Senior Construction Inspector*

I compiled and edited specifications for more than 25 airport construction projects sponsored by the Federal Aviation Administration and the Georgia Department of Transportation. I also performed resident on-site inspections and project management during the construction phase of 15 airport and roadway civil engineering projects with a total construction cost of more than \$16 million.

1991 - 2003

PEACHTREE CITY AIRPORT AUTHORITY

Airport Manager

I was responsible for the day-to-day operation of the airport and its Fixed Base Operations, planning and control of a \$1 million-plus budget, supervising all aspects of human resources, providing quality goods and services at a fair price, and maintaining superior customer relations. I oversaw more than \$12 million in airport construction projects at Falcon Field during this period.

1966 - 1990

EASTERN AIR LINES

Captain

I accumulated over 13,000 hours prior to the airline's demise. I flew the Boeing 727, Douglas DC-9, Airbus A300 and Convair 440. I hold certificates as an Airline Transport Pilot and Flight Engineer, with ratings on multi-engine, single-engine, and glider aircraft.

1960 - 1966

VIDEO INDEPENDENT THEATRES, INC.

Theatre Manager

I began work as a doorman while in high school. I was promoted to manager at age 19. I was granted a six month leave to attend basic training in the Air National Guard in 1964.

OTHER EXPERIENCES

1997 - 2003

GEORGIA AIRPORTS ASSOCIATION

Treasurer

I was responsible for maintaining the financial records and disbursement of funds for this professional organization of airport management and industry representatives.

1975 - 1990

AIR LINE PILOTS ASSOCIATION

Charting and Instrument Procedures Technical Committee

I served for 15 years on the Charting and Instrument Procedures Committee working with other industry and government representatives to improve the presentation of instrument approach information to pilots, so as to lessen the possibility of fatal errors and omissions while flying in inclement weather.

Accident Investigation Team - EAL

I served for 7 years as an ALPA representative on the NTSB Accident Investigation Team for incidents and accidents at Eastern Air Lines. I worked on the cockpit voice recorder team, operations team, Air Traffic Control team, and structures team.

Central Safety Chairman - EAL

I served the last three years of my tenure with Eastern Air Lines as the lead ALPA representative on all safety related issues involving flight operations and aircraft maintenance at the airline.

1977 - 1990

SAVAGE SOLAR SYSTEMS

I owned and operated a privately held company that installed and maintained solar powered domestic hot water and photo-voltaic lighting systems.

1981 - 1985

CITY COUNCIL OF PEACHTREE CITY

I was elected to serve two terms on the City Council during which, among many other important issues, we created the Peachtree City Airport Authority.

1964 - 1970

AIR NATIONAL GUARD

I attained the rank of E5 while serving as a Liquid Fuel Maintenance Technician in civil engineering units of the Oklahoma and Georgia Air National Guard. While serving in these units, I cross-trained in electrical, plumbing, woodworking and other base maintenance functions.

EDUCATION

1971 - 1975

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY

I studied Aviation Management through an off-campus program developed by the Miami Education Consortium.

1962 - 1964

UNIVERSITY OF TULSA

I studied Aeronautical Engineering prior to moving to fly with Eastern Air Lines.

1960 - 1962

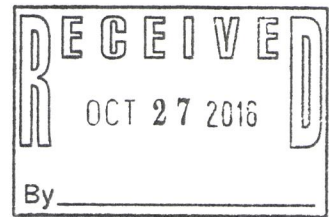
TULSA CENTRAL HIGH SCHOOL

I graduated on the Dean's List, taking college prep courses with a focus on math and science.

PERSONAL INFORMATION

My wife Lonna and I have been married for 46 years. We have one daughter Megan, and two grand children. I have a good working knowledge of Microsoft Word and Excel and computer operations. I am a 40 year resident of Peachtree City. As a member of the Commemorative Air Force, and as past management of the airport, I have helped produce all 16 of the annual charity events known as the "Great Georgia Air Show", at Atlanta Regional Airport – Falcon Field.

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**



Thank you for your interest in being considered for appointment to the **Airport Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. at the Atlanta Regional Airport-Falcon Field. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority. The Authority is responsible for the operation of the Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, November 18, 2016**. Interviews will be held the week of December 5, 2016. Debbie will contact you with meeting times. If you have questions, please call (770) 632-4260.

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

NAME: _____David Alan Hanahan_____

ADDRESS: _____107 Woodsdale Drive_____

_____Peachtree City, GA 30269_____

TELEPHONE (Cell) _678-787-4893_____

(Alt Phone) _N/A_____

(E-mail:) _dahanahan@aol.com_____

A handwritten signature in dark ink, appearing to read "D. A. Hanahan", written over a horizontal line.

Signature

27 October 2016

Date

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

I initially started renting a house (near Glenloch Park) in Peachtree City in January, 2012. At that time, I still owned my home in Minnesota and commuted until I sold my house in November, 2012. At that point, I continued renting that same house as a permanent resident until purchasing my current home on Woodsdale Drive in March, 2013.

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

I have worked in the aviation industry for over 30 years. My positions have included fuelling General Aviation aircraft, working as an Aircraft Rescue Fire Fighter (ARFF), teaching aviation related university courses, and working in many positions at major and regional airlines. Many of the locations in which I have worked were in local or regional sized airports and I have often been involved with local airport managers. I believe that Atlanta Regional (Falcon Field) will be playing a much larger role in Fayette County's future. This will be an exciting time for the airport and our city, and I feel it is important give back to a community in which I have come to embrace as my own. The airport and future plans must continue to be managed toward responsible growth balanced with our community's interests.

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

- Master of Business Administration in Aviation
- Bachelor of Science Aeronautical Studies
- FAA Private, Single Engine Land (SEL)
- FAA Flight Dispatch
- FAA System Safety, Air Transportation Oversight Systems (ATOS), and Internal Evaluation Program (IEP) training
- Aircraft Rescue Fire Fighter (ARFF) certification
- Coordinating Agency for Supplier Evaluation (C.A.S.E.) 2A Fuel auditor
- Knowledge of Title 14 Code of Federal Regulations (91, 121, 135, 139, 141, 147, and 150-169)
- Knowledge of Air Transport Association 103 (Fuel Quality for storage and fuelling)
- Knowledge of OSHA, NFPA, EPA, FAA, DOT, and NTSB requirements
- Knowledge of Emergency Response planning
- Over 25 years management experience

4. List major jobs you have held during your working career - include name of company and the position held.

- Delta Air Lines: Program Manager- Internal Evaluation (Corporate Compliance)
- Mesaba Airlines: Manager of Ground Safety and Quality Assurance; Duty Manager System Operations Control; and, Manager Station Operations
- Express Airlines: Airport Customer Service Manager
- Hilton Head Airport: Aircraft Rescue Fire Fighter / Airport Operations Officer
- Southern Illinois University: Visiting Assistant Professor
- St. Cloud State University: Adjunct Professor
- Embry-Riddle Aeronautical University: Adjunct Instructor
- American Airlines: Hub Manager; Special Services Manager; Airport Customer Service
- Eastern Metro Express; Airport Supervisor

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

Besides my many years working at airports with regional and major airlines, I worked an airport a couple summers fuelling general aviation aircraft. I also worked at the same airport as an Aircraft Rescue Fire Fighter (ARFF) while also acting on behalf of airport management during "off hours" times. Airfield and terminal security were also part of the daily routine.

I have also had the opportunity to work with a number of airports assisting with holding required table-top and full emergency response drills. I have participated in many positions including Local Airport Command, Airline Representative, Airline Command Center, and several observation roles.

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

Attended a few meetings over the past few years.

7. Are you willing to take continuing education classes?

Yes.

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

No.

9. Describe your current community involvement.

My community involvement has been pretty limited, in which changing that is why I am applying to be part of the airport board. While in Minnesota, I often was involved in smaller charities (i.e. Feed My Starving Children) but never had the time to get more involved. I moved to Peachtree City four years ago and have found that I would like to get more involved in my community. The airport board is a perfect opportunity to not only get involved, but to get involved in an area with which I have a great passion for, and with a lot of experience that will prove to be an asset.

My resume is attached for your review. I invite you to feel free to contact me if there are any questions or comments.

DAVID ALAN HANAHAN

107 Woodsdale Drive, Peachtree City, GA 30269
dahanahan@aol.com • 678-787-4893

SENIOR-LEVEL MANAGER

***Operations Leadership • Quality Assurance • Risk Management
Safety Management • Training & Development***

Accomplished operations manager and expert in airline business functions with a strong history of managing customer service programs, improving productivity, and aligning processes with federal and internal regulations. Adept at developing innovative policies to track performance, increase efficiencies, and mitigate risks associated with business decisions. Proficient in labor relations, logistics, and project management, as well as coordinating large-scale teams of employees within mission-critical environments. Excellent communicator and strategic problem solver; well versed in several key regulators, including TSA, DOT, FAA, OSHA, EASA and NTSB.

CORE COMPETENCIES

- | | | |
|----------------------|------------------------------|-----------------------|
| • Change Management | • Operations Management | • Training |
| • Strategic Planning | • OSHA/Regulatory Compliance | • Process Improvement |
| • Quality Assurance | • Budgeting/Scheduling | • Cost Reduction |
-

KEY ACCOMPLISHMENTS

- Successfully assessed several Delta TechOps, Flight Control, and In-Flight Service systems and processes.
- Maintained currency under Delta CARE Team and Go Team programs
- Taken on the additional responsibilities associated with responding to EASA Safety Assessments of Foreign Aircraft (SAFA) responses and built a database to manage oversight of such.
- Self taught on the use of Delta Quality Database (NQP).
- Proposed a new regional airline hub control center at the Detroit airport to coordinate ~300 flights per day; managed the project from conception to completion; maintained cost controls and delivered results on time and under budget.
- Designed and released the Mesaba Emergency Response program to alert 300–500 personnel during safety situations.
- Built and implemented an innovative Mesaba Quality Assurance program to oversee and audit 200+ fuel vendors and ground handling vendors to ensure all functions align with federal and company policies; reported findings and trends to senior management.
- Established new Customer Service Position within the Mesaba System Operations Control Center; hired and trained staff to direct top-notch customer relations and communications services to ensure positive experiences for all travelers.
- Trained as Emergency Response Go-Team Investigator, ASSIST and Station Leader
- Implemented business simulation program to provide university level hands-on instruction in airline scheduling, pricing, marketing, cost controls, and capital expenditures.

...continued...

CURRENT PROFESSIONAL EXPERIENCE:

DELTA AIR LINES

2012–Current

Program Manager, Internal Evaluation Program

Conducting assessments that cover specific operating processes or functional areas and focus on the presence and effectiveness of process controls, including management responsibility, documentation, and training, measurements, and feedback mechanisms. Primary areas of responsibility include In-Flight Service, TechOps, and Flight Control.

PAST EXPERIENCE:

MESABA AIRLINES

1999–2012

Manager, Ground Safety and Quality Assurance (2006–2011)

Duty Manager, Systems Operations Control (2000–2006)

Manager, Station Operations (1999–2000)

EXPRESS AIRLINES I

1997 - 1999

Airport Customer Service Manager

HILTON HEAD AIRPORT, HILTON HEAD ISLAND, SOUTH CAROLINA

1994 - 1996

Airport Operations Officer / Aircraft Rescue Fire Fighter

SOUTHERN ILLINOIS UNIVERSITY–CARBONDALE

1994 - 2011

Visiting Assistant Professor (contract)

ST. CLOUD STATE UNIVERSITY

2011

Adjunct Professor (contract)

EMBRY-RIDDLE AERONAUTICAL UNIVERSITY

1995 - 2009

Adjunct Instructor (contract)

AMERICAN AIRLINES, INC., DALLAS–FORT WORTH, TEXAS

1987 - 1990

Hub Manager/Special Services/Airport Customer Service

EDUCATION AND CREDENTIALS

MASTER OF BUSINESS ADMINISTRATION, AVIATION

BACHELOR OF SCIENCE, AERONAUTICAL STUDIES, MAJOR IN AIR TRANSPORTATION MANAGEMENT

Embry-Riddle Aeronautical University, Daytona Beach, Florida

PROFESSIONAL CERTIFICATIONS

FAA Private Pilot, SEL ~ FAA Flight Dispatch ~ FAA System Safety

FAA Air Transportation Oversight Systems (ATOS) ~ FAA Internal Evaluation Programs (IEP)

Aircraft Rescue Fire Fighter (ARFF) ~ Structural Fire Fighter ~ Coordinating Agency for Supplier

Evaluation (CASE) 2A Fuel Auditor ~ Delta TechOps Safety Representative ~ Delta Go-Team

Investigation ~ Delta TechOps Human Factors

**AIRPORT AUTHORITY
APPLICATION FOR APPOINTMENT**

Thank you for your interest in being considered for appointment to the **Airport Authority**.

Applicants must be a legal resident of the State of Georgia and have been a resident of Peachtree City for at least six months prior to the date an application is submitted. Elected officials of any governmental jurisdiction in the County and City employees are not eligible for appointment.

The Airport Authority is comprised of five members appointed to five-year terms. Meetings are held on the second Thursday of each month at 7:00 p.m. at the Atlanta Regional Airport-Falcon Field. Members are required to attend a minimum of eighty percent (80%) of all meetings.

Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority. The Authority is responsible for the operation of the Falcon Field Airport.

Please take a few minutes to complete the form below and to answer the questions on the reverse side of this letter and return it with a resume, if available, to Debbie Lemay, City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, November 18, 2016**. Interviews will be held the week of December 5, 2016. Debbie will contact you with meeting times. If you have questions, please call (770) 632-4260.

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

NAME:

SCOTT BEAMER

ADDRESS:

376 LORING LN
PTC

TELEPHONE (Cell)

404-386-5904

(Alt Phone)

770-486-7242

(E-mail:)

beamer.scott@aol.com


Signature

11/18/2016
Date

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

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

I have been involved with military and commercial aviation for 40 plus years, and just enjoy maintaining an interest in aviation.

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

Extensive experience in military flying and working with various aspects of military flying operations.

35 years of commercial aviation with major airlines, including instruction and flight management.

4. List major jobs you have held during your working career-include name of company and position held.

USAF - aircraft commander, instructor, and standardization pilot.

Major airlines, including Eastern Airlines, Northwest Airlines, and Delta Airlines. Retired as Delta Captain in 2011. Airline experience involved 20 years of training and standardization as first officer and captain.

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

Nothing specific to airport ops, just the routine experience of flying in and out of various airports, domestic and international.

6. Have you attended any Airport Authority meetings in the past year, and if so, how many? No

7. Are you willing to take continuing education classes? Yes

8. Would there be any possible conflict of interest between your

employment and you serving the Airport Authority? No

9. Describe your current community involvement.

Presently serving as president of the Kedron Hills Community Association and have served as a KHCA Architectural Review Committee member. Also a frequent contributor to animal welfare associations in the metro Atlanta area.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 
Dave Borkowski, City Engineer

FROM: Janet L. Moon, Chief of Police 

DATE: December 15, 2016

SUBJECT: List of Roadways Approved for Speed Detection Devices Update 2016
January 5th 2017, City Council Meeting

Recommendation:

It is staff's recommendation that the attached revised List of Roadways (LOR) authorized for Speed Detection Devices be approved by council.

Discussion:

The Georgia Department of Transportation (GDOT) and City staff did a review of the roadways within the city as compared to what is on our current list of roadways approved for speed detection devices. This list was last updated in 2012 and since that time there has been continued growth of Peachtree City and the roadways within its jurisdiction.

Below is a summary of the changes or additions proposed that are included in the attachment:

S.R. 74: The distance increased from 3.08 miles to 3.38 miles to include the section of Highway 74 between Rockaway Road and Redwine Road where the city has annexed property on both sides of the roadway.

Archway Lane: This road was not on the old list since it was constructed in the Gates development after the last LOR was approved in 2012.

Gates Entry: This road was also not on the old list since it was constructed in the Gates development after the last LOR was approved in 2012.

Kedron Drive (West): This roadway was not on the old list due to its previous short length but has recently been lengthened to meet up with Senoia Road.

MacDuff Pkwy: When the last LOR was approved this roadway was only 1.4 miles long. Recent construction in that area has increased the roadway length to 2.83 miles.

Mulberry Court: This road was not on the old list since it was constructed in the MacDuff development after the last LOR was approved in 2012.

Senoia Road: This roadway will change from 45 mph to 40 mph due to the regrading of the road to meet up with Kedron Drive (West) and MacDuff Parkway as well as the addition of the stop sign at that intersection.

There were a few other changes made to correct road names that were misspelled or to correct roadway distances that were inaccurate. The speed limits of the newly added roads were set during the original installation of the roadways by the developer based on roadway engineering design standards. Once the permit is signed by the mayor and all council members it will be forwarded to the Georgia Department of Transportation for final review and approval.

Budget Impact:

There is no anticipated budgetary impact.

Russell McMurry, P.E., Commissioner



GEORGIA DEPARTMENT OF TRANSPORTATION

One Georgia Center, 600 West Peachtree Street, NW
Atlanta, Georgia 30308
Telephone: (404) 631-1000

November 29, 2016

Lt. Brad Williams
Community Response Team
Peachtree City Police Department
350 S. Hwy 74
Peachtree City, GA 30269

Re: Radar List for Peachtree City

Lt. Williams:

Attached is the updated radar list for Peachtree City with the changes and corrections you requested.

Please have the proper officials sign the signature page and return all **original** pages to the *Georgia Department of Transportation, 115 Transportation Blvd., Thomaston, GA 30286, Attention: Max Dromgoole*.

Please note, Peachtree City will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant.

If you have questions, please contact me at 706-646-7596 or wdromgoole@dot.ga.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Max D", with a long horizontal stroke extending to the right.

Max Dromgoole
Traffic Operations Engineer 3

The City of Peachtree City is hereby requesting that the following roadways be approved for the use of speed detection devices:

LIST OF ROADWAYS
for
PEACHTREE CITY in FAYETTE COUNTY
ON-SYSTEM

STATE ROUTE	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	MILE POINT	TO	MILE POINT	LENGTH IN MILES	SPEED LIMIT
S.R. 54	PEACHTREE CITY	1000 feet west of Wynnmeade Pkwy. (West City Limits)	0.00	100 feet west of Walt Banks Road	3.52	3.52	45
S.R. 54	PEACHTREE CITY	100 feet west of Walt Banks Road	3.52	265 feet east of Sumner Road (East City Limits)	3.95	0.43	50
S.R. 74	PEACHTREE CITY	1850 feet north of Peachtree Pkwy. (North City Limits)	5.54	100 feet north of Aberdeen Pkwy.	8.87	3.33	55
S.R. 74	PEACHTREE CITY	100 feet north of Aberdeen Pkwy.	8.87	600 feet north of State Route 54	9.29	0.42	50
S.R. 74	PEACHTREE CITY	600 feet north of State Route 54	9.29	1400 feet north of Paschal Road	9.63	0.34	40
S.R. 74	PEACHTREE CITY	1400 feet north of Paschal Road	9.63	1270 feet south of Crosstown Drive	11.82	2.19	50
S.R. 74	PEACHTREE CITY	1270 feet south of Crosstown Drive	11.82	Redwine Road (South City Limits)	15.20	3.38	55

OFF-SYSTEM

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <i>and/or</i> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Aberdeen Parkway	PEACHTREE CITY	State Route 74	Northlake Drive	0.60	30
Archway Lane	PEACHTREE CITY	Approach Drive	Cul-de-sac	0.59	25
Ardenlee Drive	PEACHTREE CITY	Clifton Lane	Cul-de-sac	0.40	25
Ardenlee Parkway SCHOOL ZONE	PEACHTREE CITY <i>St. Paul's School</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	100 feet west of State Route 74	100 feet east of Ardenlee Drive	0.18 ***	25
Ardenlee Pkwy	PEACHTREE CITY	State Route 74	Ardenlee Drive	0.25	25
Ashley Way	PEACHTREE CITY	Smokerise Point	Cul-de-sac	0.25	30
Aster Ridge Trail	PEACHTREE CITY	Holly Grove Road	Aster Ridge Trail	0.55	30
Astoria Lane	PEACHTREE CITY	Loring Lane	Dead End	0.80	30
Augusta Drive	PEACHTREE CITY	Braelinn Road	Braelinn Road	0.30	30
Avalon Way	PEACHTREE CITY	Southern Shore Drive South	Southern Shore Drive North	0.30	30
Aviation Way	PEACHTREE CITY	Dividend Drive	Cul-de-sac	1.00	30
Azalea Drive	PEACHTREE CITY	Hip Pocket Drive	Cedar Drive	0.40	30
Battery Way	PEACHTREE CITY	Peachtree Parkway South	Fishers Luck	0.50	30
Bedford Park	PEACHTREE CITY	Rubicon Road	Cul-de-sac	0.40	30
Bellenden Drive	PEACHTREE CITY	Kedron Drive	Blue Smoke Trail	0.40	30
Biltmore Trace	PEACHTREE CITY	Peachtree Parkway South	Calloway Crossing	0.30	30
Blue Smoke Trail	PEACHTREE CITY	Golfview Drive	End of street	0.90	30
Bowfin Bay	PEACHTREE CITY	Skiff Trace	Cul-de-sac	0.30	30
Bradford Way	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.40	30
Braelinn Court	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.40	25
Braelinn Road	PEACHTREE CITY	Peachtree Parkway South	Robinson Road	1.30	40
Briarliegh Drive	PEACHTREE CITY	Abrell Woods Court	Brookgrove Lane	0.25	30
Bridgewater Drive	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.25	30
Bridlepath Lane	PEACHTREE CITY	Doubletrace Lane	Windgate Road	0.30	30
Brookgrove Lane	PEACHTREE CITY	Arden Lee	Cul-de-sac	0.30	25
Brookings Lane	PEACHTREE CITY	Peninsula Drive	Watermark Drive	0.25	30
Brookwood Drive	PEACHTREE CITY	Summer Brooke	Cul-de-sac	0.25	30
Burnham Rise	PEACHTREE CITY	Dunsway Lane	Cul-de-sac	0.35	30
Cabin Gate	PEACHTREE CITY	Log House Road	Rockspray Ridge	0.35	30
Calgary Drive	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.40	30
Calloway Crossing	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.40	30
Cameron Trail	PEACHTREE CITY	Robinson Road	Crosstown Road	0.80	30
Carnelian Lane	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.30	30
Camp Creek Trail	PEACHTREE CITY	Robinson Road	Robinson Road	0.80	30
Carriage Lane	PEACHTREE CITY	State Route 54	Landaulet Ct.	0.60	30
Cedar Drive	PEACHTREE CITY	Hip Pocket Drive	Hip Pocket Drive	0.40	30
Centennial Drive	PEACHTREE CITY	MacDuff Parkway	MacDuff Parkway	0.50	30

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Chadwick Drive	PEACHTREE CITY	Braelinn Road	Kensington Drive	0.40	30
Chambray Hill	PEACHTREE CITY	Loring Lane	Cul-de-sac	0.25	30
Chestnut Field	PEACHTREE CITY	Cameron Trail	Hamden Kells	0.35	30
Chimney Sweep Circle	PEACHTREE CITY	Smokerise Trace	Smokerise Trace	0.40	30
Cimmaron Park	PEACHTREE CITY	0.10 miles south of Crimson Way	0.20 miles north of Crimson Way	0.30	25
Claridge Curve	PEACHTREE CITY	0.10 miles north of Kennerly Way	0.20 miles south of Kennerly Way	0.30	30
Clifton Lane	PEACHTREE CITY	Arden Lee	Arden Lee	0.40	25
Cloister Drive	PEACHTREE CITY	Flat Creek Road	Cloister Drive	0.70	25
Clover Reach	PEACHTREE CITY	State Route 74	State Route 74	0.30	30
Clydesdale Road	PEACHTREE CITY	Bridlepath Lane	Cul-de-sac	0.30	30
Collierstown Way	PEACHTREE CITY	State Route 54	Hancock Lane	0.40	25
Colonnade Drive	PEACHTREE CITY	Braelinn Road	Robinson Road	0.50	30
Columns Lane	PEACHTREE CITY	Colonnade Drive	Colonnade Drive	0.40	30
Commerce Drive	PEACHTREE CITY	State Route 54	Cul-de-sac	0.60	30
Cottage Grove	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.40	30
Crabapple Lane	PEACHTREE CITY	State Route 74	0.80 miles west of State Route 74 (Tyrone City Limits)	0.80	30
Crabapple Lane SCHOOL ZONE	PEACHTREE CITY <i>Crabapple Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	50 feet west of State Route 74	200 feet west of Leisure Trail	0.45	25
Creekstone Bend	PEACHTREE CITY	McIntosh Trail	Highgreen Ridge	0.30	30
Crescent Oak	PEACHTREE CITY	0.20 miles south of Vardon Way	0.10 miles north of Vardon Way	0.30	30
Crofts Corner	PEACHTREE CITY	Hampton Green	Cul-de-sac	0.30	30
Crosstown Drive	PEACHTREE CITY	Robinson Road	State Route 74	2.00	40
Crosstown Drive SCHOOL ZONE	PEACHTREE CITY <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	800 feet west of Log House Road	50 feet east of Summit Walk	0.40	25
Dalston Way	PEACHTREE CITY	Clifton Lane	Cul-de-sac	0.25	30
Darmouth Place	PEACHTREE CITY	0.20 miles east of Calloway Crossing	0.10 miles west of Calloway Crossing	0.30	30
Deergrass Trail	PEACHTREE CITY	Meadow Run	Cul-de-sac	0.60	30
Dividend Drive	PEACHTREE CITY	Paschall Road	State Route 74	2.60	40
Doubletace Lane	PEACHTREE CITY	Bridlepath Lane	Windgate Road	0.90	30
Dunella Lane	PEACHTREE CITY	Arden Lee	Cul-de-sac	0.25	30
Eastbrook Bend	PEACHTREE CITY	State Route 54	Stevens Entry	0.25	30
Ebenezer Road	PEACHTREE CITY	Robinson Road	0.50 miles east of Robinson Road (East City Limits)	0.50	40
Emerling Lane	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Everhill	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.25	30
Evesham Ave.	PEACHTREE CITY	Turnbridge Circle	MacDuff Parkway	0.25	25

LIST NUMBER 1116-113PTC

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Evian Way	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.25	30
Falcon Drive	PEACHTREE CITY	Dividend Drive	Airport	0.25	30
Farmington	PEACHTREE CITY	Crabapple Lane	Cul-de-sac	0.40	25
Felspar Ridge	PEACHTREE CITY	Morallion Hills	Morallion Hills	0.30	30
Fielding Ridge	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Fishers Luck	PEACHTREE CITY	Peachtree Parkway South	McIntosh Trail	0.75	30
Fishers Luck SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	50 feet north of McIntosh Trail	0.30 miles north of McIntosh Trail	0.30	25
Flat Creek	PEACHTREE CITY	State Route 54	North Parkway	1.45	35
Garret Ridge	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.25	30
Gates Entry	PEACHTREE CITY	State Route 74	Cul-de-sac	0.29	25
Georgian Park	PEACHTREE CITY	State Route 74	Peachtree Parkway	0.80	30
Glendale Drive	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.25	30
Golf View Drive	PEACHTREE CITY	Flat Creek Drive	Blue Smoke Trail	0.50	30
Golf View Drive (East Side)	PEACHTREE CITY	Flat Creek Drive	Blue Smoke Trail	0.50	25
Grecken Green	PEACHTREE CITY	Morallion Hills	Cul-de-sac	0.60	30
Greensway	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.25	30
Greenwood Lane	PEACHTREE CITY	Loring Lane	Cul-de-sac	0.30	30
Groveland Drive	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.30	30
Groveswood Lane	PEACHTREE CITY	Crabapple Lane	Briarleigh	0.25	25
Hamden Kells	PEACHTREE CITY	Wheatleigh Lane	Cul-de-sac	0.35	30
Hampton Green	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.40	30
Harbor Loop	PEACHTREE CITY	Fishers Luck	Fishers Luck	0.40	30
Haven Ridge	PEACHTREE CITY	Heritage Way	Cul-de-sac	0.30	30
Hedgewood Court	PEACHTREE CITY	Groveland Drive	Cul-de-sac	0.25	30
Heritage Way	PEACHTREE CITY	Log House	Haven Ridge	0.30	30
High Green Ridge	PEACHTREE CITY	Creekstone Bend	Cul-de-sac	0.40	30
Highlands Way	PEACHTREE CITY	Peachtree Parkway	Gleneagle Point	0.25	30
Hilltop Drive	PEACHTREE CITY	Hip Pocket Drive	Willow Road	0.50	30
Hip Pocket Road	PEACHTREE CITY	Willowbend Road	Kelly Road	1.20	30
Holly Grove Road	PEACHTREE CITY	State Route 74	Robinson Road	1.10	30
Holly Grove Church Road	PEACHTREE CITY	Redwine Road	Dead End	0.40	30
Holly Springs Drive	PEACHTREE CITY	Holly Grove Road	Cul-de-sac	0.40	30
Huddleston Road	PEACHTREE CITY	State Route 54	Paschall Road	0.75	30
Huntington Place	PEACHTREE CITY	Robinson Road	Yarborough Drive	0.25	30
Independence Ln	PEACHTREE CITY	Centennial Drive	Centennial Drive	0.50	25
Interlochen Drive	PEACHTREE CITY	Peachtree Parkway North	Peachtree Parkway North	0.50	30
Kedron Drive	PEACHTREE CITY	State Route 74	State Route 74	1.50	30

LIST NUMBER 1116-113PTC

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Kedron Drive (West)	PEACHTREE CITY	State Route 74	Senoia Road	0.28	25
Kedron Drive SCHOOL ZONE	PEACHTREE CITY <i>Kedron Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	100 feet east of State Route 74	50 feet east of Stoneacre Curve	0.40	25
Kelly Drive	PEACHTREE CITY	Dividend Drive	State Route 74	0.25	30
Kelly Drive	PEACHTREE CITY	State Route 74	McIntosh Trail	0.50	30
Kelly Drive SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Lake Peachtree Bridge (McIntosh Trail)	400 feet east of Sweetgum	0.10 ***	25
Kelly Green	PEACHTREE CITY	Terrane Ridge	Dividend Drive	0.40	30
Kelvington Way	PEACHTREE CITY	Farmington Drive	Cul-de-sac	0.30	25
Kenton Place	PEACHTREE CITY	Holly Grove Road	Welton Way	0.50	30
Kensington Drive	PEACHTREE CITY	Chadwick Drive	0.40 miles west of Chadwick Drive (dead end)	0.40	30
Kimmer Road	PEACHTREE CITY	Robinson Road	Legacy Lane	0.40	30
Kings Ridge	PEACHTREE CITY	Wynnmeade Parkway	Wynnmeade Parkway	0.25	30
Lakeside Drive	PEACHTREE CITY	Waterwood Bend	Waterwood Bend	0.50	30
Larkspur Turn	PEACHTREE CITY	Windgate Road	Martingale Drive	0.40	30
Legacy Lane	PEACHTREE CITY	Kimmer Road	0.15 miles south of Sugar Mill Ride (dead end)	0.40	30
Layor Court	PEACHTREE CITY	Montclair Drive	Cul-de-sac	0.30	30
Leisure Trail	PEACHTREE CITY	Crabapple Lane	Cul-de-sac	0.30	30
Lexington Pass	PEACHTREE CITY	State Route 74	Cul-de-sac	0.30	30
Loblolly Circle	PEACHTREE CITY	Hip Pocket	Hip Pocket	0.30	30
Log House Road	PEACHTREE CITY	Crosstown Road	Peachtree Parkway	0.90	30
Log House Road SCHOOL ZONE	PEACHTREE CITY <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Crosstown Drive	200 feet west of Summer Brooke	0.50	25
Long Leaf	PEACHTREE CITY	Autumn Leaf	Cul-de-sac	0.30	30
Longer Drive	PEACHTREE CITY	Blue Smoke Trail	Cul-de-sac	0.70	30
Loring Lane	PEACHTREE CITY	Peachtree Parkway	Cul-de-sac	1.15	30
Loyd Road	PEACHTREE CITY	Smoke Rise Trace	Ashley Way	0.45	30
Magnolia Lane	PEACHTREE CITY	Walnut Grove Road	Cul-de-sac	0.25	30
Maple Grove Ter	PEACHTREE CITY	State Route 54	Collierstown Way	0.30	25
Mark Style Drive	PEACHTREE CITY	Peachtree Parkway	Claridge Curve	0.40	25
Martingale Drive	PEACHTREE CITY	Fountain Head	Larkspur Turn	0.40	30
Mattan Point	PEACHTREE CITY	Morallion Hills	0.30 miles west of Morallion Hills (dead end)	0.30	30
McIntosh Trail	PEACHTREE CITY	Robinson Road	Peachtree Parkway	1.00	35
McIntosh Trail	PEACHTREE CITY	Peachtree Parkway	Kelly Drive	0.50	30

LIST NUMBER 1116-113PTC

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
McIntosh Trail SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Lake Peachtree Bridge (Kelly Drive)	200 feet east of Peachtree Parkway	0.65	25
MacDuff Parkway	PEACHTREE CITY	State Route 54	Senoia Road	2.83	35
Meadowlark Trace	PEACHTREE CITY	Ebenezer Road	Cul-de-sac	0.30	30
Mellington Lane	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Melrah Hill	PEACHTREE CITY	Walnut Grove	Walnut Grove	0.50	30
Montclair Drive	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.45	30
Morallion Hills	PEACHTREE CITY	Braelinn Road	Grecken Green	0.70	30
Morgans Turn	PEACHTREE CITY	Stevens Entry	Stevens Entry	0.40	30
Muirfield Way	PEACHTREE CITY	Andrean Way	Cul-de-sac	0.30	30
Mulberry Court	PEACHTREE CITY	Crosswind Blvd.	Cul-de-sac	0.50	25
Newport Drive	PEACHTREE CITY	Regents Park	Cul-de-sac	0.30	30
North Fairfield Drive	PEACHTREE CITY	Fairfield Drive	West Manor	0.40	25
North Lake Drive	PEACHTREE CITY	State Route 54	Flat Creek Road	0.40	30
North Meade	PEACHTREE CITY	Wynnmeade Parkway	Amelia Lane	0.50	30
Oakdale Avenue	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.25	30
Oakmount Drive	PEACHTREE CITY	Golfview Drive	Golfview Drive	0.30	30
Palette Lane	PEACHTREE CITY	Planterra Way	Terra Verte	0.30	25
Parkgate Lane	PEACHTREE CITY	Blue Smoke Trace	Cul-de-sac	0.25	30
Parkway Drive	PEACHTREE CITY	Peachtree Parkway	Hidden Creek Lane	0.30	30
Paschall Road	PEACHTREE CITY	State Route 74	Dead End	0.30	30
Patina Point	PEACHTREE CITY	Terrane Ridge	Cul-de-sac	0.30	25
Peachtree Parkway North	PEACHTREE CITY	State Route 54	150 feet north of Flat Creek Road	0.40	30
Peachtree Parkway North	PEACHTREE CITY	150 feet north of Flat Creek Road	State Route 74	2.90	35
Peachtree Parkway North SCHOOL ZONE	PEACHTREE CITY <i>McIntosh High</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	200 feet north of Walt Banks	200 feet south of Stevens Entry	0.30	25
Peachtree Parkway South	PEACHTREE CITY	State Route 54	4.30 miles south of State Route 54 (East City Limits)	4.30	40
Peachtree Parkway South SCHOOL ZONE	PEACHTREE CITY <i>Booth Middle</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	950 feet south of State Route 54	600 feet north of Wingate	0.50	25
Peachtree Parkway South SCHOOL ZONE	PEACHTREE CITY <i>Huddleston Elementary</i> 7:15 to 8:15 am	450 feet south of McIntosh Trail	870 feet north of McIntosh Trail	0.25	25

LIST NUMBER 1116-113PTC

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or School Name	FROM	TO	LENGTH IN MILES	SPEED LIMIT
	2:00 to 4:00 pm SCHOOL DAYS ONLY				
Peachtree Parkway South SCHOOL ZONE	PEACHTREE CITY <i>Braelinn Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	650 feet west of Robinson Road	680 feet east of Robinson Road	0.25	25
Pebblestrump	PEACHTREE CITY	Willow Road	Dead End	0.45	30
Peninsula Drive	PEACHTREE CITY	Peachtree Parkway	Brookings Lane	0.35	30
Pennfair Drive	PEACHTREE CITY	Montclair Drive	Cul-de-sac	0.25	30
Perthshire	PEACHTREE CITY	Flat Creek	Flat Creek	0.45	30
Pheasant Ridge	PEACHTREE CITY	Cameron Trail	Cul-de-sac	0.25	30
Pinegate Road	PEACHTREE CITY	Riley Parkway	Melrah Hill	1.10	30
Pinegate Road SCHOOL ZONE	PEACHTREE CITY <i>Peachtree Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	600 feet north of Riley Parkway	Riley Parkway	0.10 ***	25
Pinehurst Drive	PEACHTREE CITY	Cul-de-sac	Cul-de-sac	0.40	30
Pinemount	PEACHTREE CITY	Golf View	Golf View	0.40	30
Planceer Place	PEACHTREE CITY	Garrett Ridge	Sandown Drive	0.50	30
Plantain Terrace	PEACHTREE CITY	Terrane Ridge	0.70 miles west of Terrane Ridge (dead end)	0.70	25
Plantera Way	PEACHTREE CITY	State Route 54	Terrane Ridge	0.70	25
Pleasance Grove	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.25	30
Presidio Park	PEACHTREE CITY	Battery Way	Van Ness	0.25	30
Prime Point	PEACHTREE CITY	Stevens Entry	State Route 54	0.40	30
Prime Point SCHOOL ZONE	PEACHTREE CITY <i>McIntosh Elementary</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	50 feet east of Stevens Entry	50 feet north of State Route 54	0.38	30
Raintree Bend	PEACHTREE CITY	Windgate Road	Southwind Reach	0.50	30
Redwine Road	PEACHTREE CITY	City Limits	City Limits	0.30	45
Redwood Park	PEACHTREE CITY	Summer Place	Cul-de-sac	0.30	30
Regents Park	PEACHTREE CITY	Georgian Park	Regents Square	0.40	30
Revolution Drive	PEACHTREE CITY	Independence Lane	Cul-de-sac	0.30	25
Richmond Circle	PEACHTREE CITY	Franklin Ridge Drive	Franklin Ridge Drive	0.40	25
Riley Parkway	PEACHTREE CITY	Aberdeen Parkway	Flat Creek Road	0.50	30
Riley Parkway	PEACHTREE CITY <i>Peachtree Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Flat Creek	Aberdeen Parkway	0.50	25
Robinson Road	PEACHTREE CITY	State Route 54	Redwine Road	4.80	40
Robinson Road SCHOOL ZONE	PEACHTREE CITY <i>Braelinn Elementary</i> <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm	2150 feet south of Crosstown Road	250 feet south of Braelinn Road	1.30	25

LIST NUMBER 1116-113PTC

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
	SCHOOL DAYS ONLY				
Robinson Bend Trail	PEACHTREE CITY	Ebenezer Road	Cul-de-sac	0.30	30
Rockaway Road	PEACHTREE CITY	State Route 74	0.60 miles west of State Route 74 (City Limits)	0.60	45
Rockspray Ridge	PEACHTREE CITY	Log House Road	Cabin Gate	1.00	30
Rolling Green	PEACHTREE CITY	Blue Smoke Trail	Cul-de-sac	0.30	30
Rubicon Road	PEACHTREE CITY	Holly Grove Road	Welton Way	0.30	30
Saltlick Trace	PEACHTREE CITY	Doubletrace Lane	Doubletrace Lane	0.50	30
Sagamore Lane	PEACHTREE CITY	Kedron Drive West	Cul-de-sac	0.25	30
Sandown Drive	PEACHTREE CITY	McIntosh Trail	Planceer Place	0.60	30
Santolina Park	PEACHTREE CITY	Kedron Drive	Cul-de-sac	0.30	30
Sautern Way	PEACHTREE CITY	Chardonay Courts	Cul-de-sac	0.25	30
Sawmill Trace	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.25	30
Senoia Road	PEACHTREE CITY	State Route 74	1.01 miles west of State Route 74 (Tyrone City Limits)	1.01	40
Shadowood Lane	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.50	30
Shakerag Hill	PEACHTREE CITY	State Route 54	Robinson Road	0.25	30
Skiff Trace	PEACHTREE CITY	McIntosh Trail	Cul-de-sac	0.30	30
Smokerise Point	PEACHTREE CITY	City Limits	Dead end	1.00	30
Smokerise Trace	PEACHTREE CITY	Peachtree Parkway	Smokerise Point	1.50	30
Smokey Way	PEACHTREE CITY	Smokerise Trace	Cul-de-sac	0.30	30
South Fairfield Drive	PEACHTREE CITY	East Hill	West Manor	0.50	25
Southern Shore Drive	PEACHTREE CITY	Kedron Drive	Windalier Ridge	0.95	30
Southpark Drive	PEACHTREE CITY	TDK Boulevard	Planterra Ridge	0.60	30
Spear Road	PEACHTREE CITY	Robinson Road	City Limits	0.25	30
Spooner Ridge	PEACHTREE CITY	Kedron Drive	Longer Drive	0.30	30
St. Albans Way	PEACHTREE CITY	MacDuff Parkway	Cul-de-sac	0.25	25
Stagecoach Road	PEACHTREE CITY	Robinson Road	Cul-de-sac	0.50	30
Stevens Entry	PEACHTREE CITY	State Route 54	Peachtree Parkway	0.50	30
Stevens Entry	PEACHTREE CITY	State Route 54	Bridlepath Lane	0.60	30
Stevens Entry SCHOOL ZONE	PEACHTREE CITY <i>McIntosh High</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	State Route 54	Peachtree Parkway North	0.45	25
Stonington Drive	PEACHTREE CITY	Peachtree Parkway	Cul-de-sac	0.45	30
Strathmore Lane	PEACHTREE CITY	Ebenezer Road	Cul-de-sac	0.30	30
Summer Brooke	PEACHTREE CITY	Log House Road	Brookwood Drive	0.30	30
Summer Place	PEACHTREE CITY	Redwine Road	0.60 miles west of Redwine Road	0.60	30
Summit Walk	PEACHTREE CITY	Crosstown Drive	Cul-de-sac	0.50	30
Summit Walk SCHOOL ZONE	PEACHTREE CITY <i>Oak Grove Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Crown Point	500 feet north of Crestwood	0.10 ***	25
Sumner Road	PEACHTREE CITY	State Route 54	Brown Road	0.50	30

LIST NUMBER 1116-113PTC

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF and/or <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Sweetgum Road	PEACHTREE CITY	Kelly Drive	Cul-de-sac	0.50	25
Tamerlane	PEACHTREE CITY	Braelinn Road	Cul-de-sac	0.40	30
Tapestry Trace	PEACHTREE CITY	Cameron Trail	Cul-de-sac	0.32	30
TDK Boulevard	PEACHTREE CITY	State Route 74	Dividend Drive	0.40	30
Tempest Drive	PEACHTREE CITY	Regents Park	Cul-de-sac	0.25	30
Terrane Ridge	PEACHTREE CITY	Palette Lane	0.25 miles south Crimson Way	1.60	25
Treillage Lane	PEACHTREE CITY	Cameron Trail	Cul-de-sac	0.25	30
Turnbridge Circle	PEACHTREE CITY	St. Albans Way	St. Albans Way	0.50	25
Twin Bridge	PEACHTREE CITY	Aster Ridge	Cul-de-sac	0.30	30
Vanderwall	PEACHTREE CITY	Stonington Drive	Haddington Lane	0.25	30
Valley View	PEACHTREE CITY	Braelinn Green	Cul-de-sac	0.40	30
Van Ness	PEACHTREE CITY	Battery Way	Cul-de-sac	0.25	30
Walnut Grove	PEACHTREE CITY	Pinegate Road	Kedron Drive	1.00	30
Watermark Drive	PEACHTREE CITY	Brookings Lane	Peninsula Drive	0.25	30
Walt Banks Road	PEACHTREE CITY	State Route 54	Cul-de-sac	1.05	30
Walt Banks Road SCHOOL ZONE	PEACHTREE CITY <i>McIntosh High</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	250 feet west of Peachtree Parkway	100 feet west of State Route 54	0.50	25
Waterwood Bend	PEACHTREE CITY	Peachtree Parkway	Peachtree Parkway	0.90	30
Waterwood Bend SCHOOL ZONE	PEACHTREE CITY <i>Booth Middle</i> 7:30 to 9:00 am 2:30 to 4:30 pm SCHOOL DAYS ONLY	50 feet west of Peachtree Parkway (southern intersection)	50 feet west of Peachtree Parkway (northern intersection)	0.88	25
Welton Way	PEACHTREE CITY	Kenton Place	Cul-de-sac	0.40	30
Wensley Corner	PEACHTREE CITY	Hampton Green	Cul-de-sac	0.25	30
West Park Drive	PEACHTREE CITY	State Route 74	Commerce Drive	0.50	30
Wheatleigh Lane	PEACHTREE CITY	Crosstown Drive	Chestnut Field	0.30	30
Wheatleigh Curve	PEACHTREE CITY	Chestnut Field	Chestnut Field	0.30	30
White Oak Trail	PEACHTREE CITY	Parkway Drive	Cul-de-sac	0.25	30
White Springs Lane	PEACHTREE CITY	Smokerise Point	Cul-de-sac	0.35	30
Willow Road	PEACHTREE CITY	Willowbend Road	State Route 74	0.50	30
Willowbend Road	PEACHTREE CITY	State Route 54	State Route 54	0.40	30
Windgate Road	PEACHTREE CITY	Robinson Road	Peachtree Parkway	0.90	30
Windalier Ridge	PEACHTREE CITY	Blue Smoke Trace	Trillium Reach	0.40	30
Wisdom Road	PEACHTREE CITY	State Route 74	Riley Parkway	0.70	30
Wisdom Road SCHOOL ZONE	PEACHTREE CITY <i>Peachtree Elementary</i> 7:15 to 8:15 am 2:00 to 4:00 pm SCHOOL DAYS ONLY	Riley Parkway	200 feet east of Preston Chase	0.40	25
Wood Ridge	PEACHTREE CITY	Braelinn Green	Fen Way	0.40	30

LIST NUMBER 1116-113PTC

ROAD NAME	WITHIN THE CITY / TOWN LIMITS OF <u>and/or</u> <i>School Name</i>	FROM	TO	LENGTH IN MILES	SPEED LIMIT
Woodruff Way	PEACHTREE CITY	Robinson Road	Rose Down Trace	0.40	30
Wynnmeade Parkway	PEACHTREE CITY	State Route 54	MacDuff Parkway	1.80	30
Yarborough Drive	PEACHTREE CITY	Dumbarton Lane	Cul-de-sac	0.55	30

ALL LISTS AND PARTS OF LISTS IN CONFLICT WITH THIS LIST ARE HEREBY REPEALED.

Peachtree City will be responsible for proper speed zone sign placement on non-state route roadways corresponding to this list as well as any advisory speed warning signs roadway conditions warrant.

Signature of Governing Authority:

Mayor

Councilman

Councilman

Councilman

Councilman

Councilman

Councilman

Sworn and Subscribed before me
This ____ day of _____, 20__

NOTARY PUBLIC

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathan Rorie, City Manager 
Paul Salvatore, Financial Services Director 
Angela Egan, Purchasing Agent 

FROM: Scott Hicks, Public Services Superintendent 

DATE: December 22, 2016

SUBJECT: Tree Trimming & Removal
January 5, 2017 City Council Meeting

Recommendation: It is staff's recommendation that City Council enter into a contract with Monster Tree Service for Tree Trimming & Removal.

Discussion: In previous years tree trimming and removal was provided through Valleycrest as part of our Landscape maintenance contract at \$49 per man hour. However, Valleycrest eliminated this division of their service. In response, staff requested bids in November for Tree Trimming & Removal services. The bids received were:

Monster Tree Service	\$ 48.99 per man hour
Premier Tree & Shrub Care	\$ 85.00 per man hour
Downey Trees	\$ 65.00 per man hour
AKA Tree Removal	\$ 68.00 per man hour

Monster Tree Service was the apparent low bidder. Staff checked references and all were positive. This contract would run January 6, 2017 thru September 30, 2017 and be renewable annually with the fiscal year. Based on these bids, staff recommends the award of this contract go to Monster Tree Service.

Budget: There is \$70,000 budgeted for tree removal in FY2017 Public Works Contractual Services.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 
Paul Salvatore, Finance Director 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: December 28, 2016

SUBJECT: Consider Elimination/Replacement of Position in the Purchasing Department and Necessary Amendments for the FY2017 Budget Resolution Reallocating Funding from Purchasing to Finance
1/5/17, City Council Meeting

Recommendation:

That Council approve eliminating the full-time Accounting Technician position (Salary Grade 12) in the Purchasing Department and replacing it with two part-time Accounting Technician positions (Salary Grade 12) -- one in Purchasing and one in Finance -- effective January 9, 2017, and that a budget reallocation of \$17,087 from Purchasing to Finance be made for the remainder of this fiscal year.

Discussion:

With the upcoming transfer of an employee in the Accounting Technician position in the Purchasing Department to the Fire Department, City staff evaluated the current administrative/clerical positions in the Purchasing and Finance Departments to determine if these positions were the best use of personnel resources in order to meet the needs of the operation. With the introduction of the new BS&A software and other policy changes, City staff determined that the administrative needs of the departments had changed. It was determined that the current administrative/clerical responsibilities could be best accomplished by eliminating the full-time Accounting Technician position and replacing this position with two part-time Accounting Technicians -- one in Purchasing and one in Finance.

The job description (see attached) has been evaluated by Human Resources according to the Factor Evaluation System as established by our compensation plan. It is recommended that the part-time position be placed in Salary Grade 12.

Budget Impact:

This would require a budget reallocation of \$17,087 from Purchasing to Finance for the remainder of this fiscal year. The approximate overall budget impact would be an annual savings of \$12,134:

Elimination of FT Accounting Technician (40 hours/week with benefits)	-\$58,898
Adding PT Accounting Technician position in Purchasing (approx. 25 hours/week)	\$23,382
Adding PT Accounting Technician position in Finance (approx. 25 hours/week)	\$23,382
Approximate Annual Savings	\$12,134



Accounting Technician - Purchasing
Purchasing

PUR/2
Reports To: Purchasing Agent

Salary Grade: 12
Job Code: PUR/2

FLSA Status: Non-Exempt
Date: 12/29/16

JOB SUMMARY

This position performs technical accounting duties in support of the city's financial operations.

ESSENTIAL FUNCTIONS

- Receives and opens mail; matches invoices with purchase order; enters invoices for payment; confirms receiving of goods and services with end-users; and maintains reconciliation of all credit card statements.
- Resolves purchase order, change order, and invoice differences with supplier.
- Creates and maintains vendor files for accounts payable; obtains proper business documentation to validate and set-up accounts.
- Orders and maintains supplies for Financial Services Division.
- Serves as liaison between departments and suppliers.
- Distributes bi-weekly payroll checks and processes weekly accounts payable checks for mailing.
- Maintains public folder for departments to order janitorial and paper supplies; prepares departmental billing reports.
- Assists with determining budget numbers for ongoing services for upcoming fiscal years.
- Maintains all records and supplies for city copiers, fax machines, and other office equipment; calls for service as needed.
- Assists with the liquidation of all city surplus property, supplies, and asset forfeiture items through the electronic bid process or other approved means; ensures compliance with state law.
- Scans archived documents into the various accounting software modules.

- Performs other duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of City's financial ordinances and purchasing policies and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of computerized systems for the maintenance of financial and inventory records.
- Knowledge of general accounting and bookkeeping practices.
- Knowledge of inventory control methods and practices.
- Skill in mathematical computation.
- Skill in bookkeeping and records maintenance.
- Skill in using computers, standard business application software, and other office equipment.
- Skill in operating such office equipment as a calculator, copier, and facsimile machine.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Purchasing Agent assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include relevant city policies and procedures and relevant state and federal laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related technical accounting duties. Strict guidelines contribute to the complexity of the position.
- The purpose of this position is to provide technical accounting support for the city's financial activities.

CONTACTS

- Contacts are typically with co-workers, department heads, other city employees, vendors, contractors, and the general public.
- Contacts are typically to give or exchange information, provide services, and resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office, stockroom, or warehouse.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Ability to be bonded.

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



Accounting Technician - Finance

Finance

FIN/7

Reports To: Accounting Manager

Salary Grade: 12
Job Code: FIN/7

FLSA Status: Non-Exempt
Date: 12/29/16

JOB SUMMARY

This position performs technical accounting duties in support of the city's financial operations.

ESSENTIAL FUNCTIONS

- Receives and opens mail; matches invoices with purchase order; enters invoices for payment; confirms receiving of goods and services with end-users; and maintains reconciliation of all credit card statements.
- Resolves purchase order, change order, and invoice differences with supplier.
- Creates and maintains vendor files for accounts payable; obtains proper business documentation to validate and set-up accounts.
- Orders and maintains supplies for Financial Services Division.
- Serves as liaison between departments and suppliers.
- Distributes bi-weekly payroll checks and processes weekly accounts payable checks for mailing.
- Maintains public folder for departments to order janitorial and paper supplies; prepares departmental billing reports.
- Assists with determining budget numbers for ongoing services for upcoming fiscal years.
- Maintains all records and supplies for city copiers, fax machines, and other office equipment; calls for service as needed.
- Assists with the liquidation of all city surplus property, supplies, and asset forfeiture items through the electronic bid process or other approved means; ensures compliance with state law.
- Scans archived documents into the various accounting software modules.

- Performs other duties as assigned.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of City's financial ordinances and purchasing policies and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of computerized systems for the maintenance of financial and inventory records.
- Knowledge of general accounting and bookkeeping practices.
- Knowledge of inventory control methods and practices.
- Skill in mathematical computation.
- Skill in bookkeeping and records maintenance.
- Skill in using computers, standard business application software, and other office equipment.
- Skill in operating such office equipment as a calculator, copier, and facsimile machine.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Accounting Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include relevant city policies and procedures and relevant state and federal laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related technical accounting duties. Strict guidelines contribute to the complexity of the position.
- The purpose of this position is to provide technical accounting support for the city's financial activities.

CONTACTS

- Contacts are typically with co-workers, department heads, other city employees, vendors, contractors, and the general public.
- Contacts are typically to give or exchange information, provide services, and resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table. The employee occasionally lifts light and heavy objects.
- The work is typically performed in an office, stockroom, or warehouse.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.
- Ability to be bonded.

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: Michael Warrix, AICP 
Planning and Development Director

DATE: December 28, 2016

SUBJECT: Public Hearing - Consider Transmittal of Amended Capital Improvements Element (CIE)
January 5, 2017 City Council Agenda

Recommendation:

That Council approve the attached Transmittal Resolution and authorize Staff to forward the amended Capital Improvements Element to the Atlanta Regional Commission (ARC) for review.

Discussion:

An amended Capital Improvements Element (CIE) has been prepared based upon the revised Methodology Report as prepared by the city's impact fee consultant. The CIE includes an addendum to the current Community Work Program adopted by Council on September 1, 2016. An update to the Community Work Program will occur in 2017 when the city adopts a new Comprehensive Plan. The CIE is a required element of the Peachtree City Comprehensive Plan.

Budget Impact:

There are no budget impacts associated with the adoption of this document.

Attachment

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF PEACHTREE CITY
AUTHORIZING THE TRANSMITTAL OF AN
AMENDED CAPITAL IMPROVEMENTS ELEMENT (CIE)
OF THE PEACHTREE CITY COMPREHENSIVE PLAN
TO THE ATLANTA REGIONAL COMMISSION FOR REVIEW**

WHEREAS, the City of Peachtree City has prepared a draft Capital Improvements Element amendment, which will be incorporated into and update the *Peachtree City Comprehensive Plan*; and

WHEREAS, the draft Capital Improvements Element amendment was prepared in accordance with the "Development Impact Fee Compliance Requirements" and the "Minimum Standards and Procedures for Local Comprehensive Planning" adopted by the Board of Community Affairs pursuant to the Georgia Planning Act of 1989; and,

WHEREAS, a duly advertised Public Hearing was held on January 5, 2017, at 7:00 P.M. in the Peachtree City City Hall in accordance with Section (10)(a)1 of Chapter 110-12-2-.04 of the Development Impact Fee Compliance Requirements;

BE IT THEREFORE RESOLVED, that the Mayor and Council of the City of Peachtree City, Georgia, do hereby authorize the transmittal of the draft Capital Improvements Element amendment to the Atlanta Regional Commission for regional and state review, as per the requirements of the aforesaid "Development Impact Fee Compliance Requirements".

SO RESOLVED, this ____ day of _____, 2017.

Vanessa Fleisch, Mayor

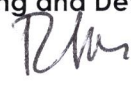
Attest: _____
City Clerk

STAFF REPORT

CITY COUNCIL

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Michael Warrix, AICP Planning and Development Director
Robin Cailloux, Planner 

DATE: December 28, 2016

SUBJECT: Public Hearing: Consider Variance Request, Parking front yard setback, 270 Parkade Court
January 5, 2017 City Council Meeting

Case Number:	PV16-0011
Request:	Variance from Section 1008.4(g), Zoning Ordinance
Property Location:	270 Parkade Court
Current Zoning:	G1, General Industrial
Parcel Size:	14.489 Acres
Property Owner:	Yelken Properties at Gardner Park, LLC
Applicant:	Tiernan & Petrylo, Inc.

Request

The Applicant is requesting relief in the form of a variance from the front parking setback requirement [Section 1008.4(g)] of the G1, General Industrial zoning district which requires a minimum parking setback of 50 feet. The Applicant proposes to construct a 55,250 square foot office/ warehouse building with a potential future expansion of 22,375 square feet.

As part of the application, the Applicant has included a justification narrative, a site plan showing the proposed building and parking, and a plat of the property.

Subject Property

The subject property is located at the end of a cul-de-sac and surrounded by existing industrial development and property zoned for future industrial development. The southeast property line borders City-owned greenspace that contains a multi-use path connection to the Flat Creek path system.

This property is largely defined by a Flat Creek feeder creek. The creek traverses the southwest corner of the property, continues under the existing cul-de-sac, and borders the southeast and northeast property lines. The property slopes from the street down toward the creek, with the highest point in the center and sloping down along the edges. Industrial-style development will require relatively significant cut-and-fill on the site, which is demonstrated on the provided site plan.

270 Parkade Court

Page 2

The applicant is showing only the development of the northeast half of the property. No subdivision of the property is proposed at this time.

Applicant Justification Statement

The applicant states that the variance is needed due to the cul-de-sac lot layout and the desired building footprint.

Variance Consideration

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

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

Variance Criteria

Section 1207 of the Peachtree City Zoning Ordinance states:

In reviewing a request for a variance, the 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 Comment: The property is encumbered with streams and associated buffers and topography challenges along three property edges. However, the size of the overall property (over 14 acres) appears to allow development of similar size if it were relocated to the center and parking placed along either side.

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

Staff Comment: The Applicant suggests that the location along a cul-de-sac creates challenges in meeting their building design needs and parking layout. Staff notes that similar parking setback variances have been granted to other properties where the specific required building footprint and circulation cannot be met on the property without the parking variance. A strict or literal application of the ordinance would prevent the Applicant from improving the property exactly as proposed.

- (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 Comment: The stream location along more than half of the property lines may be interpreted as an extraordinary condition which precludes the applicant from developing the property in a similar manner to other industrially-zoned lots.

- (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;

Staff Comment: No evidence was presented as part of the application that would show that granting of a variance for a property located on a cul-de-sac would not constitute a special privilege. Multiple properties in the City are on cul-de-sacs, including similar industrial developments. However, given the size of the proposed building, the required parking and circulation, and the location of stream and required buffers, the proposed development cannot be built without approval of the variance.

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

Staff Comment: Granting of a variance in this case would not be detrimental to public health, safety, or general welfare.

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

Staff Comment: Granting of the variance would not create any significant inconsistencies with the Comprehensive Plan, which encourages economic development and job growth.

Recommendation

Should Council choose to approve the variance request, staff recommends the following understandings and conditions:

1. The variance shall be limited to a parking encroachment of no more than forty (40) feet into the front building setback to allow for a ten (10) foot landscaping strip along the street frontage. There shall be no other encroachments permitted without first securing additional variances.



December 12, 2016

Kathy Gray
Peachtree City Building Department
153 Willowbend Road
Peachtree City, Georgia 30269

Subject: Statement Justifying Requested Variance
Integrity Fusion, Peachtree City, Georgia
Tiernan & Patrylo, Inc.

Dear Kathy:

The owner of the Integrity Fusion New Office & Distribution Facility is requesting a variance for 12 parking spaces located within the 50' building setback limits. The site was designed in such a way to achieve the most efficient use of the land relative to the building footprint and the Owners design criteria including future building plans. The cul-de-sac lot created several challenges for the layout and design of the overall site plan. Factors such as storm water management, landscaping requirements and the desire to create a balanced aesthetic appearance for the building entrance relative to the parking area were also taken into consideration.

T&P believes the site plan is the best solution to the constraints presented by the cul-de-sac lot and requests approval of the requested variance.

If there are any further questions, please feel free to contact me.

Sincerely,

TIERNAN & PATRYLO, INC.

Kevin Zidar
Senior Project Manager

SITE NARRATIVE

- BOUNDARY AND TOPOGRAPHICAL DATA TAKEN FROM INFORMATION PREPARED BY ROCHESTER & ASSOCIATES.
- PROPERTY LOCATED IN LAND LOT 43 OF THE 6TH DISTRICT, FAYETTE COUNTY, GEORGIA.
- PROPERTY OWNER: PVE BARKER GREEN ENVIRONMENT LLC
CONTACT: PAUL BATHA
SITE ZONED: I-G
SITE USAGE: OFFICE/WAREHOUSE
BUILDING SETBACKS: FRONT YARD - 50'
SIDE YARD - 20'
REAR YARD - 50'
- ADJACENT PROPERTIES ARE ZONED: I-G.
- TOTAL AREA OF SITE = 14.19 ACRES
PERCENTAGE OF IMPERVIOUS SURFACE = 3.50 %
MAXIMUM IMPERVIOUS SURFACE ALLOWED = 80 %
- PROPOSED BUILDING = 55,250 SQ. FT. (OFFICE SPACE)
FUTURE BUILDING = 22,325 SQ. FT.
PROPOSED PARKING = 46 SPACES (INCLUDING 2 H/C)
REQUIRED PARKING = 1 SPACE/200 S.F. & 1/WAREHOUSE EMPLOYEE
1 SP./200 SQ. FT. BLDG. = 5429 S.F./200 S.F. = 27 SP.
1 SP./WAREHOUSE EMPLOYEE = 10 EMP./1 = 10 SP.
TOTAL REQ'D. = 37 SPACES

NF
MATSUBISHI COMMUNICATION INDUSTRIAL
DB 1344, PG. 229
ZONED I-G
TAX PARCEL: 0612 011

CONCEPTUAL SITE DEVELOPMENT PLANS FOR INTEGRITY FUSION PRODUCTS OFFICE / WAREHOUSE

LOCATED AT
270 PARKADE COURT
PEACHTREE CITY, GEORGIA
OCTOBER 2016



118 n. expressway griffin, georgia 30223
phone (770) 412-7700 fax (770) 412-7744

CONCEPTUAL SITE DEVELOPMENT PLANS FOR INTEGRITY FUSION PRODUCTS OFFICE / WAREHOUSE

LOCATED IN LANDLOT 43 OF THE 6TH DISTRICT, FAYETTE COUNTY

The client acknowledges that these documents are the work papers of Paragon Consulting Group, Inc. and are their instruments of professional service. These documents shall not be reused or modified in any way without the prior written authorization of Paragon Consulting Group, Inc.

SHEET:
CONCEPTUAL SITE PLAN

PE #: PEF004167

Project No. 16084.00 Issue Date: DEC, 2016
Drawn By: JLB Checked By: CNP

1

SHEET 1 OF 1



TOTAL SITE AREA=14.19 ACRES
IMPERVIOUS SURFACE AREA=3.50 ACRES
IMPERVIOUS AREA PERCENTAGE= 25%

TOTAL AREA OF SITE: 14.19 ACRES
TOTAL DISTURBED AREA: 7.10 ACRES

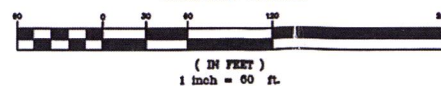
NF
SPOTTY MEYER LLC
DB 4000, PG. 284
ZONED I-G
TAX PARCEL: 0613 013

NF
FAMILY PROPERTIES LLC
DB 2844, PG. 68
ZONED I-G
TAX PARCEL: 06130202

NF
PEACHTREE CITY
DB 34, PG. 118
TAX PARCEL: 06101004

NF
BULLYBROOK INC.
DB 3218, PG. 645
ZONED I-G
TAX PARCEL: 061301003

GRAPHIC SCALE



No.	Revisions:	Date

GENERAL NOTES:

1. VISIBLE UTILITIES WERE FIELD LOCATED AND SHOWN HEREON. THEREFORE EXCEPTION IS MADE TO ANY UNDERGROUND UTILITIES AND SERVICES WHICH MAY EXIST.
2. AT THE TIME OF THIS SURVEY THERE WAS NO VISIBLE EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
3. AT THE TIME OF THIS SURVEY THERE WAS NO VISIBLE EVIDENCE OF THE SITE BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
4. THIS PLAT IS FOR THE EXCLUSIVE USE OF THE ENTITIES SHOWN HEREON. ANY USE BY THIRD PARTIES IS AT THEIR OWN RISK.
5. DURING THE FIELD SURVEY DONE ON THIS SITE THERE WAS NO VISIBLE ABOVE GROUND EVIDENCE OF A HUMAN BURIAL AREA OR CEMETERY OBSERVED, HOWEVER A THOROUGH INSPECTION OF THE INTERIOR OF THIS SITE WAS NOT DONE BY THIS SURVEYOR. THEREFORE EXCEPTION IS MADE HEREIN TO ANY HUMAN BURIAL AREAS OR CEMETERIES WHICH MAY EXIST WITHIN THE BOUNDARIES OF THIS SITE.
6. THE FIELD DATA DATED 4/29/15-5/01/15 UPON WHICH THIS PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 10,000 FEET AND AN ANGULAR ERROR OF 3 SECONDS PER ANGLE AND WAS ADJUSTED USING THE COMPOUND RULE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 315,035 FEET. TRIANGLE SB WAS USED FOR ANGULAR AND LINEAR MEASUREMENTS APPROXIMATE LLL.
7. THE HORIZONTAL DATUM FOR THIS SURVEY IS THE GEORGIA COORDINATE SYSTEM, WEST ZONE 18. THE EQUIPMENT USED TO OBTAIN THIS DATA WAS A DUAL FREQUENCY TRIMBLE R6 GNSS GPS RECEIVER WITH A TRIMBLE TSC2 DATA COLLECTOR RECEIVING RTK CORRECTIONS VIA A WIRELESS NETWORK FROM AN ADJUSTED REAL TIME KINETIC NETWORK. THE TECHNIQUE USED WAS RTK CORRECTED MEASUREMENTS FROM A SINGLE BASE STATION. THE AVERAGE RELATIVE POSITIONAL ACCURACY OBTAINED ON THE POINTS UTILIZED IN THIS SURVEY WAS 0.04 FT. HORIZONTAL AND 0.01 FT. VERTICAL. THESE VALUES WERE DERIVED FROM GPS PROCESSING SOFTWARE. THE REMAINDER OF THE FIELD WORK WAS PERFORMED WITH CONVENTIONAL SURVEY EQUIPMENT AS DESCRIBED ABOVE.
8. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT; THEREFORE EXCEPTION IS TAKEN HEREIN TO ANY EASEMENTS, RESERVATIONS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD WHICH MAY EXIST. FURTHERMORE, THIS PROPERTY MAY BE SUBJECT TO EASEMENTS, RESERVATIONS, RIGHTS OF WAY OR RESTRICTIONS WHICH ARE NOT RECORDED OR NOT DISCLOSED BY THE TITLE COMMITMENT OR OTHERWISE UNKNOWN TO THE SURVEYOR. THEREFORE EXCEPTION IS TAKEN TO ANY SUCH ITEMS.
9. THERE ARE NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.
10. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA AS PER FEMA FLOOD INSURANCE RATE MAP FOR THE COUNTY OF FAYETTE, STATE OF GEORGIA, MAP PANEL NO. 13113C0313C, EFFECTIVE DATE: SEPTEMBER 26, 2008.

N/F
SPOTTYMERLE, LLC
DB 4020, PG 284

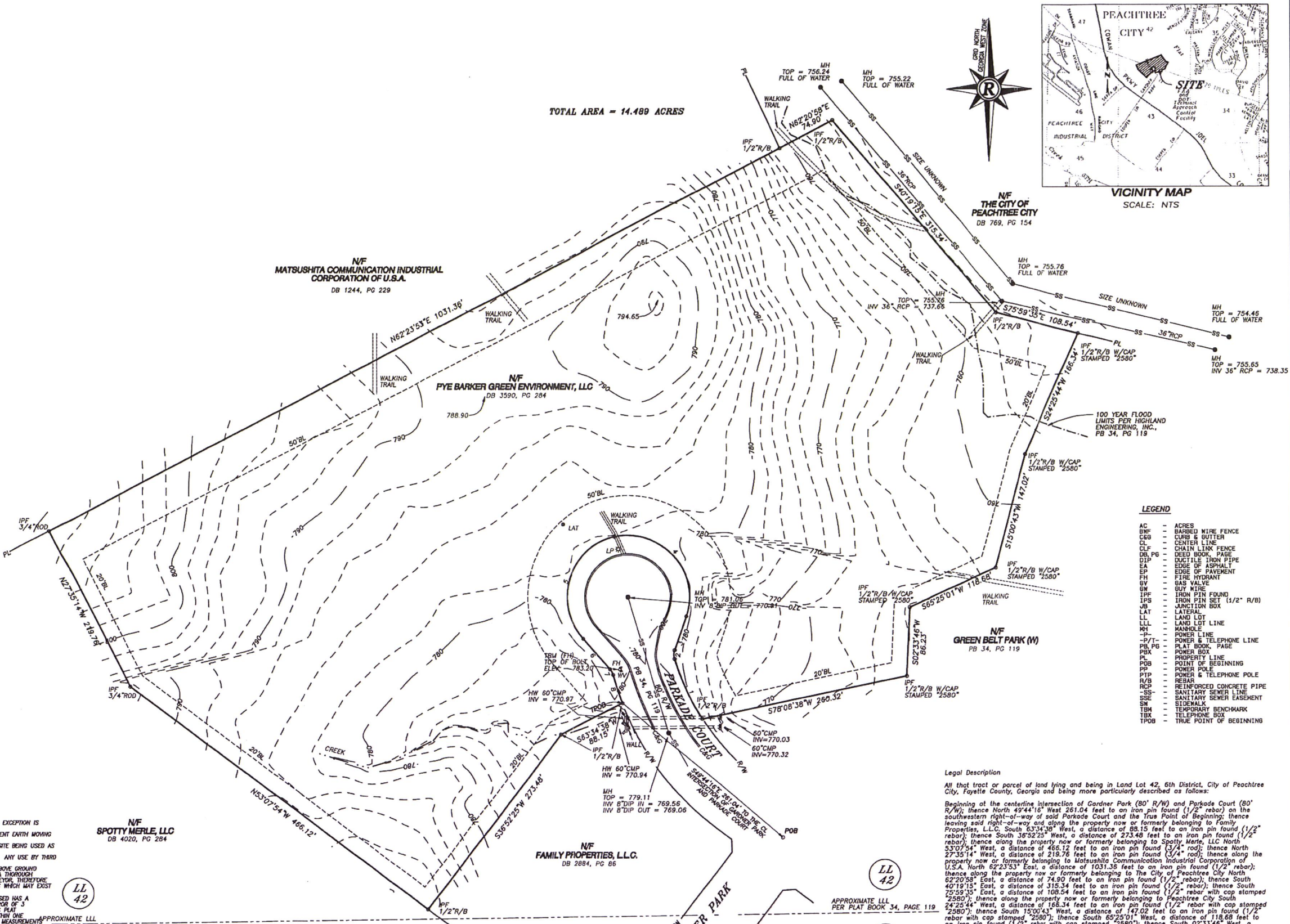
THIS IS TO CERTIFY THAT THIS PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

Richard E. Milord, License #3044
Rochester & Associates, Inc.
Certificate of Authorization No. LSF-000484

5/11/15 Date

#	CHORD BEARING	CHORD	ARC	RADIUS
1	N24°10'38"W	82.50'	82.78'	292.50'
2	N00°08'16"E	11.01'	11.20'	17.62'
3	N18°24'40"E	44.41'		
4	N41°40'51"W	134.04'	162.62'	77.00'
5	S17°18'50"W	134.04'	162.62'	77.00'
6	S42°12'10"E	51.32'		
7	S28°54'37"E	8.05'	8.12'	17.50'
8	S18°29'22"E	37.32'	37.34'	372.50'

TOTAL AREA = 14.189 ACRES



LEGEND

- AC = ACRES
- BNF = BARBED WIRE FENCE
- CSB = CURB & BUTTER
- CL = CENTER LINE
- CLF = CHAIN LINK FENCE
- DB, PG = DEED BOOK, PAGE
- DIP = DUCTILE IRON PIPE
- EA = EDGE OF ASPHALT
- EP = EDGE OF PAVEMENT
- FH = FIRE HYDRANT
- GV = GAS VALVE
- GW = GUY WIRE
- IPF = IRON PIN FOUND
- IPS = IRON PIN SET (1/2" R/B)
- JB = JUNCTION BOX
- LAT = LATEROAL
- LL = LAND LOT
- LLL = LAND LOT LINE
- MANHOLE
- MANHOLE
- POWER LINE
- POWER & TELEPHONE LINE
- PL, PG = PLAT BOOK, PAGE
- PL = PROPERTY LINE
- PB = POINT OF BEGINNING
- PP = POWER POLE
- PTP = POWER & TELEPHONE POLE
- REBAR = REINFORCED CONCRETE PIPE
- RCP = REINFORCED CONCRETE PIPE
- SE = SANITARY SEWER LINE
- SESE = SANITARY SEWER EASEMENT
- SEW = SIDEWALK
- SM = TEMPORARY BENCHMARK
- TBX = TELEPHONE BOX
- TPOB = TRUE POINT OF BEGINNING

Legal Description

All that tract or parcel of land lying and being in Land Lot 42, 6th District, City of Peachtree City, Fayette County, Georgia and being more particularly described as follows:

Beginning at the centerline intersection of Gardner Park (80' R/W) and Parkade Court (80' R/W); thence North 49°44'16" West 261.04 feet to an iron pin found (1/2" rebar) on the southwestern right-of-way of said Parkade Court and the True Point of Beginning; thence leaving said right-of-way and along the property now or formerly belonging to Family Properties, L.L.C. South 63°34'36" West, a distance of 88.15 feet to an iron pin found (1/2" rebar); thence South 38°52'25" West, a distance of 273.48 feet to an iron pin found (1/2" rebar); thence along the property now or formerly belonging to Spottymerle, LLC North 27°35'14" West, a distance of 218.76 feet to an iron pin found (3/4" rod); thence along the property now or formerly belonging to Matsushita Communication Industrial Corporation of U.S.A. North 62°23'53" East, a distance of 1031.56 feet to an iron pin found (1/2" rebar); thence along the property now or formerly belonging to The City of Peachtree City North 62°20'58" East, a distance of 74.80 feet to an iron pin found (1/2" rebar); thence South 40°18'15" East, a distance of 318.34 feet to an iron pin found (1/2" rebar); thence South 75°59'35" East, a distance of 108.54 feet to an iron pin found (1/2" rebar with cap stamped "2580"); thence along the property now or formerly belonging to Peachtree City South 24°25'44" West, a distance of 166.34 feet to an iron pin found (1/2" rebar with cap stamped "2580"); thence South 15°00'43" West, a distance of 147.02 feet to an iron pin found (1/2" rebar with cap stamped "2580"); thence South 65°25'01" West, a distance of 118.68 feet to an iron pin found (1/2" rebar with cap stamped "2580"); thence South 02°32'46" West, a distance of 86.23 feet to an iron pin found (1/2" rebar with cap stamped "2580"); thence along the property now or formerly belonging to Peachtree City North 82°50'50" East, a distance of 17.62 feet to a point; thence North 18°24'40" East, a distance of 44.41 feet to a point; thence 162.62 feet along the arc of a curve to the right having a radius of 77.00 feet and a chord bearing and distance of North 00°08'16" East 11.01 feet and a radius of 17.62 feet to a point; thence North 18°24'40" East, a distance of 44.41 feet to a point; thence 162.62 feet along the arc of a curve to the right having a radius of 77.00 feet and a chord bearing and distance of North 41°40'51" West 134.04 feet to a point; thence 162.62 feet along the arc of a curve to the left having a radius of 77.00 feet and a chord bearing and distance of South 17°18'50" West 134.04 feet to a point; thence South 42°12'10" East, a distance of 51.32 feet to a point; thence 8.12 feet along the arc of a curve to the right having a radius of 17.50 feet and a chord bearing and distance of South 28°54'37" East 8.05 feet to a point; thence 37.34 feet along the arc of a curve to the left having a radius of 372.50 feet and a chord bearing and distance of South 18°29'22" East 37.32 feet to the True Point of Beginning.

Said tract contains 14.193 acres.

Rochester & Associates, Inc.
425 Oak Street N.W. • Gainesville, Georgia 30501
(770)718.0600 (770)718.9090 Fax • www.rochester-assoc.com

RETRACEMENT AND TOPOGRAPHIC SURVEY FOR
FOR:
PYE BARKER GREEN ENVIRONMENT, LLC
LOCATED IN
LAND LOT 42
CITY OF PEACHTREE CITY
FAYETTE COUNTY, GEORGIA

NO.	DATE	DESCRIPTION	REVISIONS

THIS PLAT IS NOT VALID UNLESS IT BEARS THE SIGNATURE OF THE SURVEYOR AND THE REGISTERING SEAL.



SHEET
1
OF
1
DATE: 5/11/15
JOB NO.: GZ15037RPP
FILE NO.: 5744
DRAWN BY: REM



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 # _____

Date Filed ____ / ____ / ____

Case # _____

Office Use Only

VARIANCE LOCATION	Street Address <u>270 Parkade Court</u> <u>Peachtree City, GA 30269</u>	PROPERTY OWNER	Name <u>YELKEN PROPERTIES AT GARDNER PARK, LLC</u>
	Zoning District: ☐ Residential ☐ Multi-Family ☒ Commercial/Industrial/Office Variance Type: ☐ Administrative ☐ Special Exception ☒ Variance (check one below) Variance from which ordinance: ☐ Sign ☐ Fence ☒ Land Development ☒ Zoning		Phone <u>770-632-7530</u>
APPLICANT	Name <u>Tiernan + Patrylo, Inc.</u>	PROPERTY INFO	Subdivision: _____
	Address <u>1665 Hwy 74 S, Ste. 100</u>		Phase: _____ Lot # _____
APPLICANT	City, State, Zip <u>Peachtree City, GA 30269</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)
	Phone # <u>770.632.0828</u>		
	Email <u>Zardis@tpdesignbuild.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>15</u> Feet	<u>Encroach site parking within the 50' building setback. Parking min. at 35' from property line. 12 parking spaces.</u>
	3.) Were you the owner of the property when the violation occurred? (If not, who was?) <u>NA</u>	☐ Yes ☐ No	

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 12/8/14

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: _____	Date of Acceptance: _____	Date of Public Hearing: _____	

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jonathon Rorie, City Manager *JS*
Paul Salvatore, Financial Services Director *PS*
Kelly Bush, Assistant Financial Services Director *KB*
Angela Egan, Purchasing Agent *AE*

FROM: Janet Moon, Chief of Police *JM*

DATE: December 8th, 2016

SUBJECT: Police Vehicle accessories
January 5th 2017, City Council Meeting

Recommendation:

Staff recommends the awarding of the bid for the purchase and installation of the aftermarket accessories to equip the newly purchased replacement Ford Interceptor vehicles to TransComm Services for the bid amount of \$60,000.00 and approval to surplus any items not reused.

Discussion:

Bid packages were mailed to a number of aftermarket police vehicle outfitters. Bids were received from only one (1) aftermarket installer, Trans Comm Services, in the amount of \$15,000.00 each for an extended price of \$60,000.00. Trans Comm Services has always provided competitive bids and has completed the department's last three (3) installations and five (5) of the last seven (7) installations.

The accessories are necessary to equip the newly purchased replacement Ford Interceptor vehicles. The older equipment in decommissioned vehicles are between 7 and 10 years old and is either incompatible with the new Ford or has exceeded its useful life and may no longer be supported by the manufacturer. Some equipment may be removed from the decommissioned vehicles, evaluated for usefulness, and re-used in the new vehicles. Those items not to be reused will be removed and sold at auction.

Budget Impact:

The 2017 PIP budget for the four (4) replacement patrol vehicles is \$212,000.00. A balance of \$341.00 is expected after the purchase of all aftermarket accessories.

2017 PIP Budget		\$212,000.00
2016 Ford Interceptor	actual	- \$118,616.00
After market accessories	actual	- \$ 60,000.00
Cameras	actual	- \$ 11,192.00
Motorola Radios	actual	- \$ 21,851.00
	BALANCE	\$ 341.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: Mike Madison, Stormwater Manager *mm*

DATE: December 27, 2016

SUBJECT: Stormwater Pipe Rehabilitation Bid Recommendation
January 5, 2017 City Council Agenda

Recommendation:

Staff recommends that City Council award the bid for the stormwater pipe rehabilitation to IPR Southeast, LLC (IPR) for their unit cost base bid amount of \$283,492.50 and approve an additional \$150,000.00 for additional pipe system rehabilitation at the quoted per linear foot unit rates.

Discussion: The existing storm drainage pipes selected for this cured in place pipe lining bid are exhibiting various types of structural degradation including severe invert corrosion, holes in the pipe inverts and failing pipe joints. In place pipe rehabilitation is the best option for the observed failures in that it can be quickly installed and provides a structural component without having significant excavations and/or road closures. Therefore staff solicited unit cost bids from qualified contractors to perform the rehabilitation work. The results of this bid are as follows:

IPR Southeast, LLC	\$283,492.50
Layne Inliner	\$316,807.00
Southeast Pipe	\$410,338.90

The unit cost base bid submitted by IPR was lower than the total project cost estimated by staff. As a result of the budget surplus, staff desires to take advantage of the lower unit costs within IPR's bid and add additional stormwater pipe segments to the rehabilitation project. As such, staff recommends (1) the award of this project to IPR for their unit cost base bid of \$283,492.50 and (2) approve the inclusion of \$150,000.00 for additional pipe lining.

Budget Impact: Staff recommends that the \$433,492.50 be funded from the Stormwater Project Account 521-4250-541947.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jon Rorie, City Manager 
Paul Salvatore, Financial Services Director 
Angela Egan, Purchasing Agent 

FROM: David Borkowski, City Engineer

DATE: December 22, 2016

SUBJECT: Award of Roofing Projects
January 5, 2017, City Council Meeting

Recommendation: Staff recommends that the Mayor and City Council approve Ben Hill Roofing Company for the repair and replacement of three roofs for the expected cost of \$352,000.00 and Rycars Roofing for the repair and replacement of two roofs for the expected cost of \$105,530.00. Total award is \$457,530.00

Discussion: Staff issued bid documents for the repair and replacement of roofs for five separate buildings:

- Repair roof at the Tennis Center
- Replace roof at Fire Station #81
- Replace roof at Fire Station #83
- Replace roof at Fire Station #84
- Replace roof at Police Station

Eight qualified roofing contractors were represented at the mandatory pre-bid meeting with City staff. Six bids were received by the required date and time. Staff has consulted with the manufacturer's representative for the roofing material who has verified both companies meets all the requirements in terms of certifications and experience. Both Pond and Raymond Engineering have reviewed the submitted low bids and have verified that both companies fully satisfy the experience and certification requirements specified within the invitation to bid. (Rycars may be familiar to some of you as they replaced the Library roof in 2013.)

Bid results are attached.

Budget Impact: Sufficient funds were budgeted for this project in the Facility Authority Bond budget.

MULTIPLE ROOF REPLACEMENT PROJECT - APPARENT BID SUMMARY

COMPANY NAME	ST. 81	ST. 83	ST. 84	T.C.	P.D.	TOTAL
1 Ben HillRoofing	\$131,500.00	\$45,100.00	\$88,800.00	\$78,000.00	\$142,500.00	\$485,900.00
2 Bone Dry roofing	\$158,400.00	\$47,100.00	\$75,400.00		\$181,700.00	\$462,600.00
3 Ideal Buliding Solutions	\$184,462.00	\$67,810.00	\$113,115.00	\$113,655.00	\$240,956.00	\$719,998.00
4 Roof Mgmt	\$189,200.00	\$54,300.00	\$101,200.00		\$207,500.00	\$552,200.00
5 RYCARS	\$131,640.00	\$38,200.00	\$67,330.00	\$98,600.00	\$150,960.00	\$486,730.00
6 Tip Top Roofers	\$140,325.00	\$44,400.00	\$74,900.00		\$200,354.00	\$459,979.00

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Jon Rorie, City Manager

FROM: Michael Warrix, AICP
Planning and Development Director

DATE: December 28, 2016

SUBJECT: Consider Request for Residential Driveway Easement, 525 Golfview Drive
(DeGolian Residential, LLC)
January 5, 2017 City Council Agenda

Recommendation:

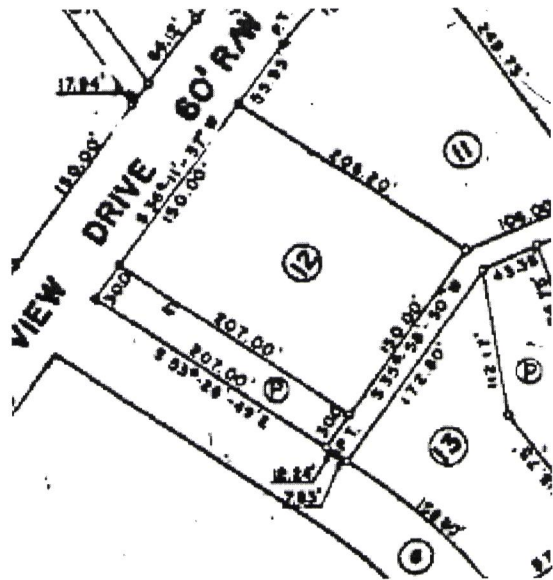
That Council authorize the Mayor to enter into a Residential Driveway Easement Agreement with DeGolian Residential, LLC to permit the construction of a residential driveway through city-owned greenbelt, with the stipulation that the easement be limited to no more than 30 feet in width.

Discussion:

The final plat for Section 9 of the Golfview subdivision was recorded on November 29, 1967. Lot 12 was platted with a 30 foot city-owned greenbelt separating the property from Pinemount Drive.

A single-family home was constructed on the property in 1969 and an asphalt driveway was constructed to provide access to the home from Golfview Drive. The existing driveway is located directly across from Blue Smoke Trail which, at the time the property was developed, had not been extended to Kedron Drive.

DeGolian Residential, LLC recently acquired the property and demolished the existing home with the intent of redeveloping the property.



Final Plat of Golfview, Section 9

Consider Request for Driveway Easement

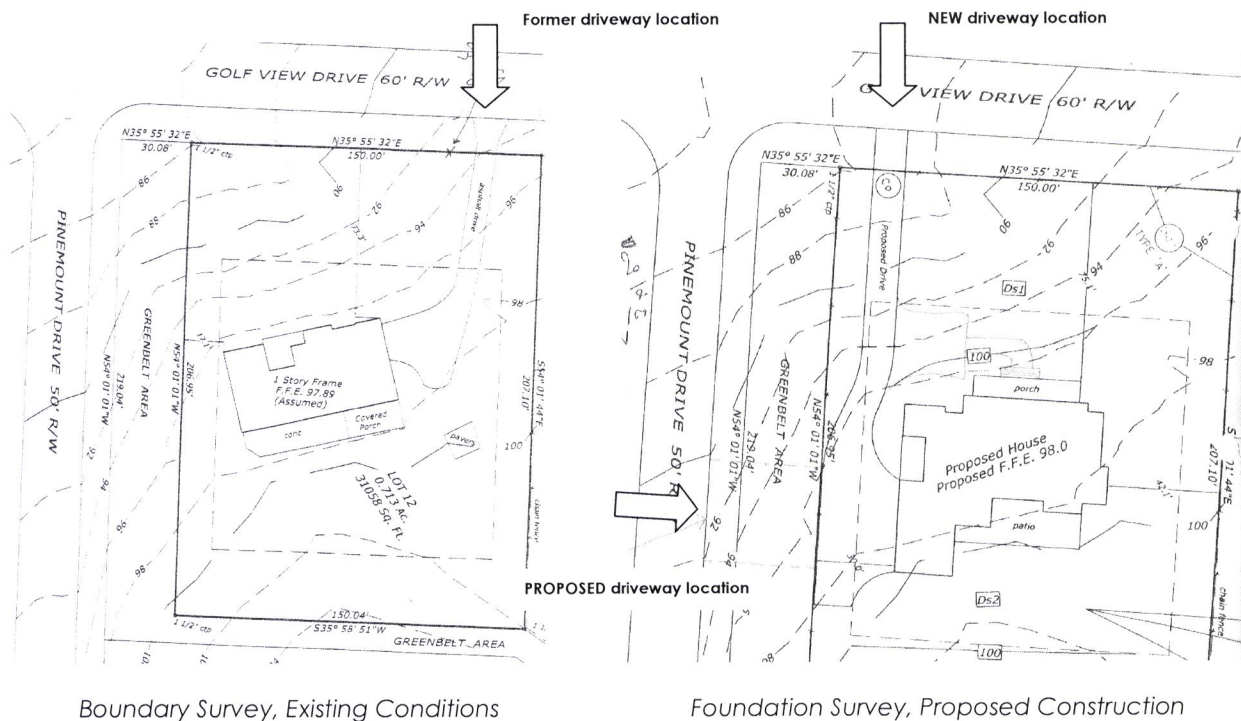
December 28, 2016

Page 2

In an effort to remove the driveway from the Golfview Drive/ Blue Smoke Trail intersection, the home has been designed with the garage located on the right side of the home. A new driveway will be constructed from Golfview Drive to the parking court and garage, which will face Pinemount Drive. The Applicant desires to construct a second driveway from Pinemount Drive to the parking/ garage area. In order to do so, an easement through the city-owned greenbelt separating Pinemount Drive from the property will be required.

Planning and Engineering staff met on-site with the Applicant and has determined there is sufficient site distance to accommodate the driveway as requested. It was also noted the proposed driveway will be located in the same vicinity as an existing driveway across Pinemount Drive.

A legal description and survey are included as Attachments "A" and "B" in the attached Residential Driveway Easement Agreement.



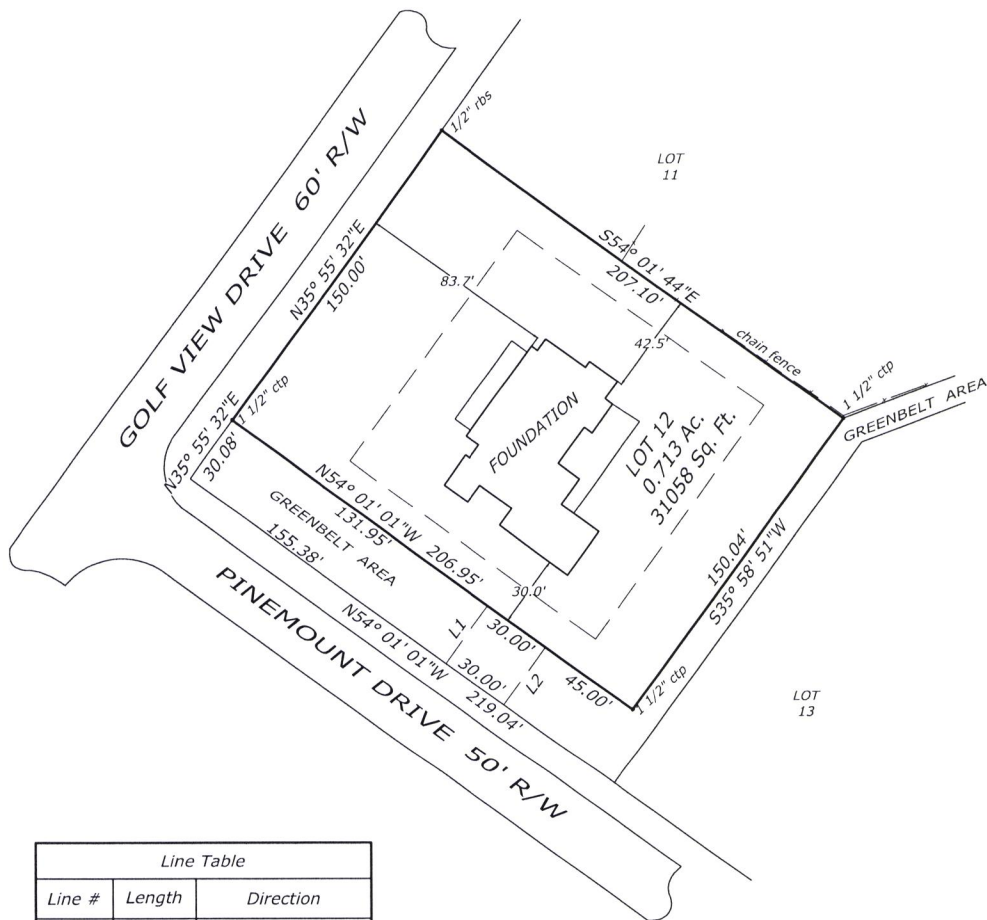
Budget Impacts:

There are no budget impacts associated with this request.

Attachment

NOTE: THIS DOCUMENT WAS PREPARED
FOR PERMITTING PURPOSES ONLY
AND SHOULD NOT BE USED FOR
TRANSFER OF TITLE.

EXHIBIT "B"



Line Table		
Line #	Length	Direction
L1	30.075	N35° 58' 50.52"E
L2	30.075	S35° 58' 50.52"W

THIS SURVEY DOES NOT CONSTITUTE A TITLE
SEARCH BY SURVEYOR. ALL INFORMATION
REGARDING RECORD EASEMENTS, ADJOINERS
AND OTHER DOCUMENTS THAT MIGHT AFFECT
THE QUALITY OF TITLE TO TRACT SHOWN
WERE NOT SUPPLIED TO THIS OFFICE.

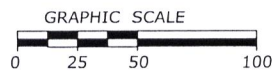
THIS PROPERTY DOES NOT LIE WITHIN
A 100 YEAR FLOOD PLAIN ACCORDING
TO REFERENCE PLAT.

CLOSURE DATA

FIELD CLOSURE=1" IN 10,000+
ANGLE POINT ERROR=< 20"
EQUIPMENT USED=E.D.M. & THEODOLITE
ADJUSTMENT METHOD=COMPASS RULE
PLAT CLOSURE=1" IN 100,000+

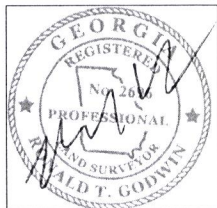
DECLARATION IS MADE TO ORIGINAL PURCHASER
OF THE SURVEY. ANY USE BY THIRD PARTIES IS
AT THEIR OWN RISK.
SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

BUILDING LINES
FRONT - 50'
SIDE - 15'
REAR - 30'



LEGEND

IPF=IRON PIN FOUND
IPS=IRON PIN SET
R/W=RIGHT OF WAY
MAG= MAGNETIC
P.O.B.=POINT OF BEGINNING
B/L=BUILDING LINE
D.E.=DRAINAGE EASEMENT
N/F=NOW OR FORMERLY
F.W.P.D.=FIELD WORK
PERFORMED DATE



Platting Fee

**ROCH DEGOLIAN
DESALES DEGOLIAN**

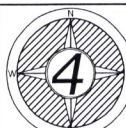
Subdivision: **GOLFVIEW SUBDIVISION SECTION 9**

Lot: **12** P.B. **93** P.G. **245**

Land Lot: **125** District: **7th**

County: **FAYETTE, GA** F.W.P.D. **11/29/16**

Scale: **1" = 50'** Date: **12/01/16** Job No: **16-057**



**FOUR
CORNERS
SURVEYING**

P.O. BOX 15
Tyrone, GA 30290

770-560-3910

770-560-6930

FOUR_CORNERS@BELLSOUTH.NET

After recording, please return to:

Theodore P. Meeker, III, Esq.

SUMNER MEEKER, LLC
14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

RESIDENTIAL DRIVEWAY EASEMENT AGREEMENT

STATE OF GEORGIA

COUNTY OF FAYETTE

THIS AGREEMENT, made and entered into this ____ day of January, 2017, by and between **CITY OF PEACHTREE CITY**, a political subdivision of the State of Georgia (hereinafter referred to as "Grantor") and **DeGOLIAN Residential, LLC**, a Georgia corporation (hereinafter referred to as "Grantee"),

WITNESSETH:

WHEREAS, Grantor desires to grant and convey to Grantee, and Grantee's successors and assigns, on the terms and conditions hereinafter set forth, a non-exclusive perpetual easement on, over, and across a portion of Grantor's Property, which is described and graphically illustrated on Exhibits "A" & "B", attached hereto and incorporated herein by this reference.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, Ten and No/100 Dollars (\$10.00) in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby grants, bargains, sells and conveys to Grantee a non-exclusive, perpetual easement (hereinafter referred to as the "Easement") on, over, and across that portion of Grantor's Property having a width of thirty feet (30') and being

restricted to that area described on Exhibit "A" and shown on Exhibit "B".

2. The Easement granted herein shall be for the following purposes:
 - a. The construction, installation, replacement, maintenance, repair, use, and enjoyment by Grantee of a residential driveway (hereinafter referred to as the "Driveway"); and
 - b. Ingress and egress by Grantee over, upon and across the Easement to perform such construction, installation, replacement, relocation, maintenance, and repair work as is necessary or desirable for Grantee's use and enjoyment of the Easement granted herein.
3. All costs and expenses incurred in connection with the construction, installation, replacement, maintenance, and repair work performed on or to the Driveway shall be the responsibility of, and shall be paid for by, Grantee, except as provided in Paragraph 5 below with respect to the installation of utilities, landscaping, grass and pedestrian or golf cart paths by Grantor over the Easement Area.
4. In each event of construction, installation, replacement, maintenance, or repair work performed on the Driveway and Easement by or on behalf of Grantee, no work shall be done on or across the Easement without the prior written consent of Grantor, which consent may not be unreasonably withheld, and further, Grantee shall restore the Easement to a neat and slightly condition and as nearly as practicable to as good a condition as prevailed immediately prior to such construction, installation, replacement, maintenance, or repair work, taking into account the nature of such construction, installation, replacement, maintenance, or repair work.
5. Grantor may, without notice to, or the consent of, Grantee, install utilities, landscaping, grass and pedestrian or golf cart paths on or over the Easement or any portion thereof. Except for Grantee's restoration obligations set forth in Paragraph 4 of this Easement Agreement, the cost and expense of installing, maintaining, repairing, and replacing such utilities, landscaping, grass and pedestrian or golf cart paths shall be the sole responsibility of, and shall be paid for by, Grantor.
6. Grantor acknowledges and agrees that Grantee may at any time assign its rights in and delegate its duties under this Easement Agreement to its successors or assigns in order to convey and dedicate the easement. Such dedication shall be made by Grantee for and on behalf of Grantor and Grantee and without any further consent, act, or deed of Grantor or any person claiming by through, or under Grantor.
7. Grantee shall indemnify and hold Grantor harmless from any and all claims arising out of the use of said easement by the Grantee, its successors and assigns.
8. This Easement Agreement, and the rights and liabilities conferred or undertaken hereby, shall run with the title to Grantor's Property and shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective legal representatives, successors, and assigns.
9. This Easement Agreement is being entered into in the State of Georgia and shall be governed by, and construed in accordance with, the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties hereto have caused this Easement Agreement to be

duly executed under seal and delivered by their respective authorized representatives on the day and year first above written.

GRANTOR: City of Peachtree City

GRANTEE: DeGolian Residential, LLC

By: _____
Printed Name

Signature

By: _____
Printed Name

Signature

NOTARY:

Printed name

Signature

My Commission expires:

SEAL

Signed, sealed and delivered,

In the presence of

Witness

EXHIBIT "A"

LEGAL DESCRIPTION

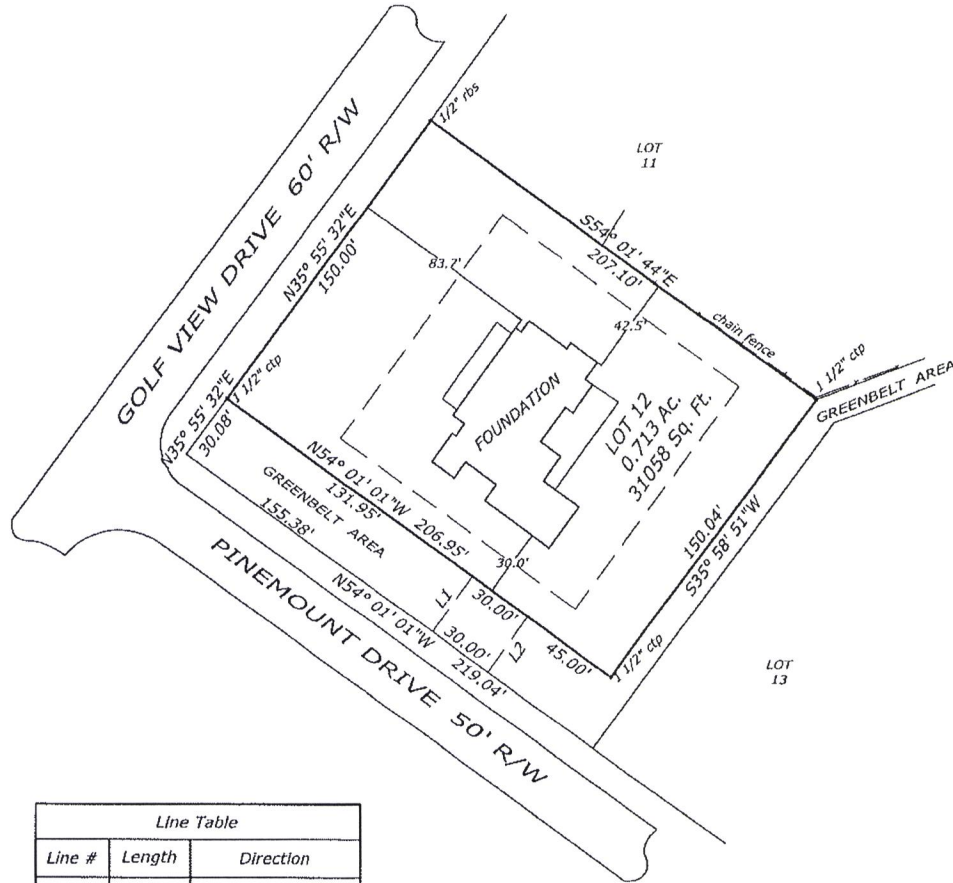
All that tract or parcel of land lying and being in Land Lot 125 of the 7th district of Fayette County, Georgia and being more particularly described as follows:

Beginning at the intersection of the Northern right of way of Pinemount Drive (50' R/W) and the Eastern right of way of Golf View Drive (60' R/W); Thence continue South along the Eastern Right of Way of Pinemount Drive South 54 Degrees 01 minutes 01 seconds East a distance of 155.38' to the Proposed Driveway Easement and THE TRUE POINT OF BEGINNING ; Thence leaving said Right of way North 35 degrees 58 minutes 50 seconds East a distance of 30.07 feet to point; Thence proceed South 54 degrees 01 minutes 01 seconds East a distance of 30.00 feet to a point; Thence proceed South 35 degrees 58 minutes 50 seconds West a distance of 30.07 feet to a point on the Northern Right of Way of Pinemount Drive 50' Right of Way; Thence proceed along said Right of Way North 54 degrees 01 minutes 01 seconds West a distance of 30.00 feet to a point and THE TRUE POINT OF BEGINNING.

Said tract containing 902.1 square feet or 0.0207 acres of land.

NOTE: THIS DOCUMENT WAS PREPARED
FOR PERMITTING PURPOSES ONLY
AND SHOULD NOT BE USED FOR
TRANSFER OF TITLE.

EXHIBIT "B"



Line Table		
Line #	Length	Direction
L1	30.075	N35° 58' 50.52"E
L2	30.075	S35° 58' 50.52"W

THIS SURVEY DOES NOT CONSTITUTE A TITLE
SEARCH BY SURVEYOR. ALL INFORMATION
REGARDING RECORD EASEMENTS, ADJOINERS
AND OTHER DOCUMENTS THAT MIGHT AFFECT
THE QUALITY OF TITLE TO TRACT SHOWN
WERE NOT SUPPLIED TO THIS OFFICE.

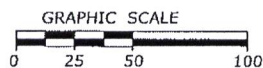
THIS PROPERTY DOES NOT LIE WITHIN
A 100 YEAR FLOOD PLAIN ACCORDING
TO REFERENCE PLAT.

CLOSURE DATA

FIELD CLOSURE=1"IN 10,000+
ANGLE POINT ERROR=< 20"
EQUIPMENT USED=E.D.M. & THEODOLITE
ADJUSTMENT METHOD=COMPASS RULE
PLAT CLOSURE=1"IN 100,000+

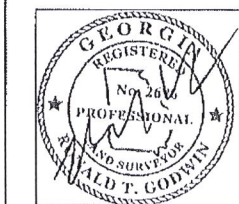
DECLARATION IS MADE TO ORIGINAL PURCHASER
OF THE SURVEY. ANY USE BY THIRD PARTIES IS
AT THEIR OWN RISK.
SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL
SEAL AND ORIGINAL SIGNATURE OF SURVEYOR.

BUILDING LINES
FRONT - 50'
SIDE - 15'
REAR - 30'



LEGEND

IPF=IRON PIN FOUND
IPS=IRON PIN SET
R/W=RIGHT OF WAY
MAG= MAGNETIC
P.O.B.=POINT OF BEGINNING
B/L=BUILDING LINE
D.E.=DRAINAGE EASEMENT
N/F=NOW OR FORMERLY
F.W.P.D.=FIELD WORK
PERFORMED DATE



Printed For:

**ROCH DEGOLIAN
DESALES DEGOLIAN**

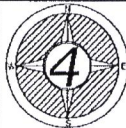
Subdivision: **GOLFVIEW SUBDIVISION SECTION 9**

Lot: **12** P.B. **93** P.G. **245**

Land Lot: **125** District: **7th**

County: **FAYETTE, GA** F.W.P.D. **11/29/16**

Scale: **1" = 50'** Date: **12/01/16** Job No: **16-057**



**FOUR
CORNERS
SURVEYING**™

P.O. BOX 15
Tyrone, GA 30290

770-560-3910
770-560-6930
FOUR_CORNERS@BELLSOUTH.NET



October 3, 2016

Mr. David Rast
City of Peachtree City
153 Willowbend Road
Peachtree City, Ga 30269

RE: Easement at 525 Golfview Drive

Dear David,

Thanks for taking the time to meet with me a few weeks ago regarding the easement through the greenbelt at my lot on the corner of Pinemount and Golfview. As you suggested I have sketched the proposed location of the easement on the plat sheet I submitted with the permit application.

The attached plat sheet shows the easement at 30' wide. I positioned the easement further to the rear of the lot in order to avoid an existing oak tree and to stay further away from the intersection of Pinemount and Golfview. I believe that moving the existing driveway from the middle of the intersection at Blue Smoke and Golfview will help alleviate confusion at that intersection.

I appreciate your consideration of this request and look forward to a positive response. Please call or email me with any questions you may have regarding this information. I can be reached at 770-294-4518 or via email at roch@degohomes.com.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Roch', is written over a circular blue ink scribble.

Roch deGolian
deGolian Residential, LLC

A handwritten signature in blue ink, appearing to read 'David Rast', is written vertically on the left side of the page.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager 

FROM: Ellece Brown, Director, HR & Risk Management 

DATE: December 30, 2016

SUBJECT: Revision to Holiday Policy in the Personnel Policy Manual
1/5/17, City Council Meeting

Recommendation:

That Council approve a revision to the Holiday Policy on page 89 of the Personnel Policy Manual to allow when calendar holidays fall on the weekend and the City observes a different day for the holiday, Public Safety employees who work the actual calendar holiday will be paid the additional holiday pay.

Discussion:

Since Christmas Eve, Christmas Day, and New Year's Day fell on the weekend in December 2016 and January 2017, the City observed Friday, 12/23/16, for Christmas Eve; Monday, 12/26/16, for Christmas Day; and Monday, 1/2/17, for New Year's Day. Observing different days for the actual holidays, however, creates an issue in our Public Safety Departments since they operate 24/7. Our current Personnel Policy Manual allows for regular full-time non-exempt employees and for full-time and part-time fire shift employees (including Battalion Chiefs) to be paid their regular pay plus an additional 8 hours pay (or 10.89 hours for fire shift employees) when employees are required to work on the holiday. In lieu of the additional holiday pay, however, the employee may choose to bank the holiday and substitute another day off with the approval of the Division Director. The intent of additional holiday pay, of course, is to recognize the inconvenience of those employees who are required to work on the actual holiday(s). If we retain the current policy for our Public Safety employees, when the holidays fall on the weekends, the part-time fire shift employees, for example, who actually work the holidays, do not receive any recognition/compensation for working those days.

Therefore, when a holiday falls on the weekend and the City observes a different day, staff's recommendation for our Public Safety Departments is to pay the additional holiday pay to those employees who actually work the holiday(s) – not the City-observed holiday(s). The change to our Personnel Policy Manual would be to paragraphs 5 and 6 of the Holiday Policy on pages 89-90:

5. *When eligible employees are required to work on a City-observed holiday, they shall be remunerated according to one of the following:*

- a. Regular full-time non-exempt employees will be paid their regular pay plus an additional 8 hours pay or 10.89 hours for full-time and part-time fire shift employees, including Battalion Chiefs;
 - b. In lieu of the additional holiday pay, regular full-time non-exempt employees may choose to substitute another day in lieu of the holiday with the approval of the Division Director; or
 - c. Regular exempt employees may choose to substitute another day in lieu of the holiday with the approval of the Division Director.
 - d. However, if a calendar holiday falls on the weekend (e.g. Christmas Eve, Christmas Day, New Year's Day, or Independence Day) and if the City observes a different day for the holiday, those regular full-time non-exempt employees (including Fire Department Battalion Chiefs and part-time fire shift employees) in the Public Safety Departments who work the actual calendar holiday will be paid the additional 8 hours holiday pay or 10.89 hours holiday pay (for full-time and part-time fire shift employees, including Battalion Chiefs), or they may choose to bank the holiday. At no time will employees receive more than 9 holidays and 2 floating holidays in a calendar year.
6. When an observed holiday falls on an employee's normally scheduled off day, the holiday may be banked and taken off at a later date or may be paid out at the discretion of the Division Director. At no time will employees receive more than 9 holidays and 2 floating holidays in a calendar year.

Regular full-time employees may bank no more than 48 hours of holiday leave.

Budget Impact:

This policy change will have no budgetary impact.

CITY OF PEACHTREE CITY
INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: December 29, 2016

SUBJECT: Consider Resolution for equipment Master Lease Agreement
January 5, 2017, City Council Meeting

Recommendation

Staff recommends that Council adopt the attached resolution that will authorize execution of all documents associated with the Master Lease Agreement for the financing of capital equipment purchases with Banc of America Public Capital Corporation.

Discussion:

At the December 1, 2016 City Council Meeting, Council accepted the proposal submitted by Banc of America Public Capital Corporation to provide financing for equipment identified in the city's 5-Year Capital Improvement Plan. At that time, staff explained that the actual lease agreement and other legal documents were being prepared and would be brought back to Council for approval at a later date. The bank's attorneys, as well as the city's bond attorney and city attorney have completed their review of all documents necessary to set up this Master Lease Agreement.

Although staff is not requesting to draw down any loan funds at this time, the city may use this debt instrument to finance our planned capital equipment purchases over the next several years.

Budget Impact

N/A

A RESOLUTION OF THE GOVERNING BODY OF PEACHTREE CITY, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Peachtree City, Georgia (the "Lessee"), a municipal corporation of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Council") has heretofore determined that a need exists for the acquisition, purchase and financing of certain property consisting of public safety, public services and administrative/financial services equipment in fiscal years 2017, 2018, 2019 and 2020 (the "Equipment") and pursuant to a Request for Bids (Equipment Master Lease Purchase Agreement), solicited bids for the acquisition of the Equipment and the financing of the Equipment through a lease; and

WHEREAS, pursuant to a resolution adopted by the governing body of the Lessee on December 1, 2016 (the "Acceptance Resolution"), the Lessee, with the recommendation of the staff of Lessee, accepted the proposal (the "Proposal") of Banc of America Public Capital Corp (the "Bank"), a copy of which Proposal was attached to the Acceptance Resolution as Exhibit "A" and is herein incorporated by reference; and

WHEREAS, pursuant to the Acceptance Resolution, the governing body of the Lessee authorized the staff of the Lessee to finalize the terms of the Lease, the Absolute Assignment Agreement and such other documents and certificates necessary and incidental thereto, subject to the review and approval of legal counsel, and such documents have been finalized and are presented at this meeting to fund the purchases of the Equipment in each of fiscal years 2017, 2018, 2019 and 2020 in a principal amount not to exceed \$7,250,000 (collectively, the "Schedules"), which Equipment will be described more specifically in the Schedules as appropriate and necessary to the functions of the Lessee; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Peachtree City Governmental Finance Corporation (the "Lessor"), substantially in the proposed form presented to the Council at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided; and

WHEREAS, the Lessor will assign its interests in the Agreement and the Schedules to the Bank pursuant to an Absolute Assignment Agreement, dated as of January 12, 2017 (the "Absolute Assignment Agreement"), by the Lessor in favor of the Bank;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Council at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment. The funding of purchases of Equipment, including costs associated therewith, in a principal amount not to exceed \$7,250,000 is hereby approved. The term of any Schedule shall not exceed seven years.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) and the Absolute Assignment Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor of the Lessee (the "Authorized Official") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Official and the City Clerk are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; *provided, however*, that, the Lessee shall approve by resolution the interest rate formula to be used to calculate the Contract Rate (as defined in the Agreement) and the Taxable Rate (as defined in the Agreement) for any Lease entered into one year after the date of the Agreement.

The Agreement, each Lease, the Schedules and the Absolute Assignment Agreement are referred to herein as the "Financing Documents." All other related contracts and agreements necessary and incidental to the Agreement and the Schedules are hereby authorized. By a written instrument signed by the Mayor, the Mayor may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Agreement and the Schedules on behalf of Lessee.

Section 3. Annual Appropriation. The Lessor's obligations under the Schedules shall be subject to annual appropriation or renewal by the governing body of the Lessee as set forth in the Agreement, each Lease and each Schedule and the Lessee's obligations under the Schedules shall not constitute a general obligation of the Lessee or indebtedness under the Constitution of the State of Georgia.

Section 4. Reimbursement. The Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment prior to receipt of the Lease proceeds under the Agreement for the Equipment. The Lessee hereby sets forth its intent to reimburse such capital expenditures for the Equipment with the Lease proceeds.

Section 5. Final Financing Documents. The Agreement and all Financing Documents shall be consistent with this resolution and the terms of the Proposal.

Section 6. Finance Director Authority. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Director is

authorized to approve such changes to any Financing Documents previously signed by officers or employees of the Lessee, provided that such changes to any Financing Documents shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of Financing Documents for delivery constituting conclusive evidence of such officer's final approval of the Financing Documents final form.

Section 7. Appointment of Authorized Lessee Representatives. The Mayor and Finance Director of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 9. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above resolution (the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on January 5, 2017. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this 5th day of January, 2017.

Name: _____
Title: _____

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

Dated As of: JANUARY 12, 2017

Lessee: PEACHTREE CITY, GEORGIA

Lessor: PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

This Master Equipment Lease/Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between the Lessor identified above ("Lessor") and the lessee identified above ("Lessee").

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** The following terms will have the meanings indicated below unless the context clearly requires otherwise.

"Absolute Assignment Agreement" means that certain Absolute Assignment Agreement, dated as of January 12, 2017, by Lessor in favor of Banc of America Public Capital Corp ("Bank"), assigning Lessor's interests in this Master Lease and each Lease to the Bank.

"Acquisition Amount" means, with respect to each Lease, the amount specified in the related Schedule and represented by Lessee to be sufficient, together with other funds (if any) that are legally available for the purpose, to acquire and install the Equipment listed in such Lease.

"Commencement Date" means, for each Lease, the date when Lessee's obligation to pay rent commences under such Lease, which date shall be the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.2.

"Contract Rate" means, with respect to each Lease, the rate identified as such in the related Schedule.

"Equipment" means, with respect to each Lease, the property listed in the related Schedule and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Sections 13.2 and 13.3. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

"Event of Default" means an Event of Default described in Section 19.

"Event of Non-appropriation" has the meaning set forth in Section 6.2.

"Lease" means any one Schedule and this Master Lease as incorporated into said Schedule.

"Lease Term" means, with respect to each Lease, the Original Term and all Renewal Terms provided in the related Schedule.

“Lien” means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

“Material Adverse Change” means any change in Lessee’s creditworthiness that could have a material adverse effect on (i) the financial condition or operations of Lessee, or (ii) Lessee’s ability to perform its obligations under this Agreement or any Lease.

“Original Term” means, with respect to each Lease, the period from the Commencement Date identified in the related Schedule until the end of the then current calendar year in which the Commencement Date occurs.

“Payment Schedule” means the schedule attached to a Schedule setting forth the payments and the dates of payments, with respect to such Schedule.

“Prepayment Price” means, with respect to each Lease, the amount that Lessee shall pay to Lessor to prepay its obligations under such Lease as provided in the Payment Schedule with respect to each Lease and Sections 13 and 14 hereof.

“Renewal Terms” means, with respect to each Lease, the consecutive renewal terms of such Lease as specified in the related Schedule, the first of which commences immediately after the end of the Original Term and each having a duration of one calendar year; *provided* that the final such renewal term shall commence on the first day of the last calendar year and end on the first business day after the last scheduled Rental Payment Date.

“Rental Payment Date” means, with respect to each Lease, each date on which Lessee is required to make a Rental Payment under such Lease as specified in the related Payment Schedule.

“Rental Payments” means, with respect to each Lease, the basic rental payments payable by Lessee on the Rental Payment Dates and in the amounts as specified in the related Payment Schedule, consisting of a principal component and an interest component, and in all cases sufficient to repay the principal component under such Lease and interest thereon at the applicable Contract Rate (or Taxable Rate if then in effect).

“Return Date” means the last day of the current calendar for which appropriations were made for the Rental Payments due under a Lease.

“Schedule” means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease.

“State” means the State of Georgia.

“Taxable Rate” means with respect to each Lease, the rate identified as such in the related Schedule.

“Vendor” means the manufacturer or supplier of the Equipment listed in a Schedule or any other person as well as the agents or dealers of the manufacturer, installer or supplier with whom Lessor

arranged Lessee's acquisition, installation and financing of the Equipment pursuant to the applicable Lease.

3. LEASE TERM. (a) The Lease Term for each Lease commences on the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rental Payment stated in the Payment Schedule to the Lease is due and payable.

(b) Each Lease shall automatically renew for the next Renewal Term unless on or before October 1 (*i.e.*, the first day of its fiscal year), the Lessee shall fail to appropriate moneys sufficient to pay the Rental Payment due for such Renewal Term. As soon as practicable, the Lessee shall provide Lessor notice of the appropriation of funds to make Rental Payments for the next succeeding Renewal Term.

4. RENTAL PAYMENTS; INTEREST RATE; EVENT OF TAXABILITY.

4.1 For each Lease, Lessee agrees to pay to Lessor the Rental Payments. A portion of each Rental Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rental Payments with respect to a Lease accrues as of the related Commencement Date. Rental Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENTAL PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

4.3 The Contract Rate for each Lease commencing within 12 months of the date of this Master Lease shall be calculated by multiplying the Index Rate by 65% and then adding the Spread. The "Index Rate" means (i) for a 60-month term, the 3 year Swap rate as reported in the Bloomberg Interest Rates Swap Index as of 3 days preceding the funding of a Lease, or (ii) for a 72 month term, the 4 year Swap rate as reported in the Bloomberg Interest Rates Swap Index as of 3 days preceding the funding of a Lease. The Spread means (a) with respect to a bank-qualified Lease (i) for a 60 month term, 0.7062% percent or (ii) for a 72 month term, 0.7492% and (b) for a non-bank qualified Lease (i) for a 60-month term, 0.6827% and (ii) for a 72-month term, 0.7822%. The Taxable Rate for each Lease within 12 months of the date of this Master Lease shall be calculated by multiplying the applicable Contract Rate by 151.10% for each bank qualified Lease and 156.45% for each non-bank qualified Lease. The formula used to calculate the Contract Rate after the first 12 months following the date of the Master Lease may be adjusted annually as mutually agreed between the Lessee and the Lessor.

4.4 Upon the occurrence of an Event of Taxability with respect to a Lease, the interest component of Rental Payments under such Lease and any charge on Rental Payments or other amounts payable based on the Contract Rate shall have accrued and be payable at the Taxable Rate applicable to such Lease retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, "Event of Taxability" means the circumstance of the interest component of any Rental Payment paid or payable pursuant to a Lease becoming includible for federal income tax purposes in an owner's gross income solely as a consequence of any act or omission of Lessee. An Event of Taxability shall be presumed to have occurred upon (a) the receipt by Lessor or Lessee of an original or a copy of an Internal Revenue Service Technical Advice Memorandum or Statutory Notice of Deficiency or other written correspondence which legally holds that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; (b) the issuance of any public or private ruling of the Internal Revenue Service that the interest component of any Rental Payment under such Lease is includable in the gross income of the owner thereof; or (c) receipt by Lessor or Lessee of a written opinion of a nationally recognized firm of attorneys experienced in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, selected by Lessor and acceptable to Lessee, to the effect that the interest component of any Rental Payment under a Lease has become includable in the gross income of the owner thereof for federal income tax purposes; provided however, that no Event of Taxability shall occur unless the Lessee has been afforded the opportunity, at its expense, to contest any such assessment and provided further that no Event of Taxability shall occur until such contest, if made, has been finally determined.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Vendors selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall deliver to Lessor original invoices (and proof of payment of such invoices if Lessee seeks reimbursement for prior expenditures) and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. Lessor shall, upon receipt of the Final Acceptance Certificate (attached hereto as *Exhibit E*) from Lessee, prepare a Schedule of Property and Rental Payment Schedule in the forms attached hereto as *Exhibits A* and *B*, respectively. Lessee shall execute and deliver to Lessor such Schedule of Property and Rental Payment Schedule as a Schedule pursuant to Section 5.3(g)(i) within 5 business days of receipt, subject to satisfaction of the conditions set forth in Section 5.3(a) through (g). If all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the Acquisition Amount to the applicable Vendor or the Lessee (if a reimbursement).

5.3 Lessor shall have no obligation to pay any Acquisition Amount unless the following conditions ("Funding Conditions") have been satisfied: (a) no Event of Default shall have occurred and be continuing under a Lease then in effect; (b) no Material Adverse Change shall have occurred since the date of this Agreement; (c) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (d) all representations of Lessee in the Lease remain true, accurate and complete; (e) no Event of Non-appropriation under any Lease then in effect shall be threatened; (f) no Lease shall have been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor:

- (i) A fully completed Schedule, executed by Lessee;
- (ii) A Certificate completed and executed by the Secretary or other comparable officer of Lessor, in substantially the form attached hereto as *Exhibit C-1*;

(iii) A Certificate completed and executed by the City Clerk or other comparable officer of Lessee, in substantially the form attached hereto as *Exhibit C-3*;

(iv) A copy, certified as full, true and correct by the Secretary or other comparable officer of Lessor, of a resolution or other official action of Lessor's governing body, in substantially the form attached hereto as *Exhibit C-2*, authorizing the execution and delivery of this Agreement, the Absolute Assignment Agreement and each Lease entered into pursuant hereto and performance by Lessor of its obligations under each Lease entered into pursuant hereto; and with respect to each Lease entered into after one year from the date hereof, approving specifically the interest rate formula to be used to calculate the Contract Rate and the Taxable Rate for the succeeding year;

(v) A copy, certified as full, true and correct by the City Clerk or other comparable officer of Lessee, of a resolution or other official action of Lessee's governing body, in substantially the form attached hereto as *Exhibit C-4*, authorizing the execution and delivery of this Agreement and each Lease entered into pursuant hereto and performance by Lessee of its obligations under each Lease entered into pursuant hereto; and with respect to each Lease entered into after one year from the date hereof, approving specifically the interest rate formula to be used to calculate the Contract Rate and the Taxable Rate for the succeeding year;

(vi) An opinion of counsel to Lessor, in substantially the form attached hereto as *Exhibit D-1*, respecting this Agreement, the Absolute Assignment Agreement and each Lease entered into pursuant hereto;

(vii) An opinion of counsel to Lessee, in substantially the form attached hereto as *Exhibit D-2*, respecting this Agreement, the Absolute Assignment Agreement and each Lease entered into pursuant hereto;

(viii) Evidence of insurance as required by Section 14 hereof;

(ix) All documents, including financing statements, affidavits, notices and similar instruments, which Bank deems necessary or appropriate at that time to record the security interest in the Equipment;

(x) If Lessee has designated the Lease then being entered into as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code, a certificate in substantially the form attached hereto as *Exhibit G* executed by an authorized official of Lessee;

(xi) A copy of the Form 8038-G/GC with respect to this Agreement, fully completed and executed by Lessee;

(xii) In the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the Commencement Date for the Lease then being entered into, evidence of the adoption of a reimbursement resolution or other official action covering the reimbursement from tax exempt proceeds of expenditures incurred not more than 60 days prior to the date of such resolution;

(xiii) If any items of Equipment are motor vehicles, properly completed certificates of title or certificates of origin (or applications therefor) for such vehicles and noting Bank's interest thereon;

(xiv) A waiver or waivers of interest in the Equipment from any mortgagee or any other party having an interest in the real estate on which the Equipment will be located and/or landlord of the real estate on which the Equipment will be located;

(xv) Original invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to Equipment has passed to Lessor), to the extent required by Section 5.2;

(xvi) Wire instructions for payments to be made to Vendors and Form W-9 from each such Vendor; and

(xvii) Such other items, if any, as are set forth in the related Schedule or are reasonably required by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 The Lessee represents that it has appropriated and budgeted the necessary funds to make the Rental Payments coming due in calendar year 2017 and that it currently intends to make Rental Payments for the full Lease Term. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rental Payments can and will lawfully be appropriated and made available therefor; provided, that Lessee's governing body retains unrestricted authority to approve or reject any request for appropriations to make any Rental Payments. All Rental Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee fails to renew a Lease Term of a Lease as provided in Section 3(b), then an "Event of Non-appropriation" shall be deemed to have occurred. If an Event of Non-appropriation occurs, then: (a) Lessee shall give Lessor prompt written notice of such Event of Non-appropriation; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rental Payments coming due in the current calendar year for which funds shall have been appropriated. Failure to give notice of an Event of Non-appropriation shall not extend the term of a Lease beyond such Original Term or Renewal Term.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any Vendor's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Vendors selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any Vendor's product warranties or guaranties, (d) no Vendor or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any Vendor or any representative of said party shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 During the Lease Term of each Lease and until Lessee pays and performs in full all of its obligations under such Lease, Lessor shall retain legal title to the Equipment. For each Lease, if Lessee pays all of the Rental Payments for its entire Lease Term as set forth in the Payment Schedule to such Lease and pays and performs in full all of its other obligations under such Lease for its entire Lease Term or if Lessee exercises its purchase option under Section 15 of the Master Lease for such Lease and pays the full amount due under said Section 15, then Lessor shall transfer to Lessee all of Lessor's right, title and interest in the Equipment on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any Liens created by Lessor.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Equipment (now existing or hereafter acquired), including, without limitation, Lessee's leasehold rights in all Equipment under the Leases, and in any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rental Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body, including without limitation, anti-money laundering laws and regulations; *provided* that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under the related Lease.

In the event Lessee shall fail to keep the Equipment in good repair and working order or shall fail to maintain any insurance required by Section 14 hereof, Lessor may, but shall be under no obligation to, maintain and repair the Equipment or obtain and maintain any such insurance coverages, as the case may be, and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the

then current Original Term or Renewal Term under the affected Lease, and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at a rate equal to the Contract Rate (or the Taxable Rate if then in effect) plus 5% per annum or the maximum amount permitted by law, whichever is less.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under the related Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rental Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). Lessee shall have the right to terminate the Lease as described in Section 13.3 following a Casualty Loss. In the event that Lessee terminates the Lease following a Casualty Loss, all amounts owing under Section 13 of this Master Lease shall be payable solely from Net Proceeds. "Net Proceeds" means the amount remaining from the gross proceeds of any insurance claim after deducting all expenses, including attorney's fees, incurred in the collection thereof.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee may: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rental Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rental Payments due on or accrued through such date plus (ii) an amount equal to the Prepayment Price as of the Rental Payment date (or if the Casualty Loss payment is due between Rental Payment dates, then as of the Rental Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rental

Payment and Prepayment Price to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule.

13.4 To the extent not prohibited by State law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Prepayment Price of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 Notwithstanding the foregoing, Lessee may self-insure against the risks described in 14.1 through a government pooling arrangement, self-funded loss reserves, risk retention program or other self-insurance program, in each case with Lessor's prior written consent (which Lessor may grant, withhold or deny in its sole discretion) and provided that Lessee has delivered to Lessor such information as Lessor may request with respect to the adequacy of such self-insurance to cover the risks proposed to be self-insured and otherwise in form and substance acceptable to Lessor. In the event Lessee self-insures as provided in this Section, Lessee shall provide to Lessor a self-insurance letter in substantially the form attached hereto as *Exhibit F*.

14.3 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PREPAYMENT OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor and after half of the term of a Lease has elapsed (the "Prepayment Option Commencement Date"), Lessee shall have the option to prepay Lessee's obligations under a Lease on any Rental Payment Date by paying to Lessor all Rental Payments then due (including accrued interest, if any) for such Lease plus the remaining principal balance set forth on the Payment Schedule to such Lease as of the date of prepayment. Upon satisfaction by Lessee of such prepayment conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and the related Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof; (g) no items of Equipment were the subject of a referendum of the voters of Lessee within the four (4) calendar years preceding the date of the Lease; and (h) the principal amount of the Lease, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Georgia Constitution, does not exceed 10 percent of the assessed value of all taxable property within Lessee.

17. TAX COVENANTS. Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rental Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to Banc of America Public Capital Corp or any affiliate thereof. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or the related Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee; provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to Banc of America Public Capital Corp or any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose,

Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested. If Bank notifies Lessor and Lessee of its intent to assign a Lease, Lessee agrees that it shall execute and deliver to Bank and Lessor a Notice and Acknowledgement of Assignment with respect to such Lease, substantially in the form of *Exhibit H* attached to this Agreement, within five (5) business days after its receipt of such request.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of this Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rental Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee defaults under any other agreement for borrowing money, lease financing of property or otherwise receiving credit under which Lessee is an obligor, if such default arises under any other agreement for borrowing money, lease financing of property or provision of credit provided by Lessor or any affiliate of Lessor (including, without limitation, the occurrence of any event of default under any other Lease).

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) By written notice to Lessee, Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all Rental Payments and other amounts coming due to the end of the Original Term or Renewal Term under the Lease as to which there is an Event of Default;

(b) Lessor may require Lessee to promptly return all Equipment under a Lease as to which there is an Event of Default to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under a Lease as to which there is an Event of Default, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Prepayment Price of all Schedules with respect to the Lease as to which there is an Event of Default plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to which there is an Event of Default as to any and all Equipment subject thereto;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the State selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rental Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the State.

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by regular or certified mail or sent by an overnight courier delivery company to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing.

24. FINANCIAL INFORMATION. As soon as they are available after their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

25. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

PEACHTREE CITY, GEORGIA
(Lessee)

Name: _____
Title: _____

**PEACHTREE CITY GOVERNMENTAL
FINANCE CORPORATION**
(Lessor)

Name: _____
Title: _____

LIST OF EXHIBITS

Exhibit A	—	Form of Schedule of Property
Exhibit B	—	Form of Rental Payment Schedule
Exhibit C-1	—	Form of Incumbency and Authorization Certificate of Lessee
Exhibit C-2	—	Form of Authorizing Resolution of Lessee
Exhibit C-3	—	Form of Incumbency and Authorization Certificate of Lessor
Exhibit C-4	—	Form of Authorizing Resolution of Lessor
Exhibit D-1	—	Form of Opinion of Lessor's Counsel
Exhibit D-2	—	Form of Opinion of Lessee's Counsel
Exhibit E	—	Form of Final Acceptance Certificate
Exhibit F	—	Form of Self-Insurance Certificate
Exhibit G	—	Form of Bank Qualification Designation
Exhibit H	—	Form of Notice and Acknowledgement of Assignment

EXHIBIT A

FORM OF SCHEDULE OF PROPERTY NO. _____

Re: Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017,
between Peachtree City Governmental Finance Corporation, as Lessor, and
Peachtree City, Georgia, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the "Agreement").

2. *Equipment.* For purposes of the Lease created hereby, the following items of Equipment are hereby included under this Schedule together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto as provided in the Agreement.

QUANTITY	DESCRIPTION	SERIAL NO.	MODEL NO.	LOCATION
----------	-------------	------------	-----------	----------

3. *Payment Schedule.*

(a) *Rental Payments; Commencement Date.* The Rental Payments shall be in such amounts and payable on such Rental Payment Dates as set forth in the Rental Payment Schedule attached to this Schedule as *Exhibit B* and incorporated herein by this reference, subject to adjustment upon the occurrence of an Event of Taxability as provided in Section 4.4 of the Agreement. Lessee's obligation to pay Rental Payments under the Lease created hereby shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee in the manner described in Section 5.2 of the Agreement, as evidenced by the Final Acceptance Certificate executed by Lessee and substantially in the form of *Exhibit E* attached to the Agreement (the "Commencement Date").

(b) *Prepayment Price Schedule.* The Prepayment Price on each Rental Payment Date shall be the amount set forth for such Rental Payment Date in the "Prepayment Price" column of the Rental Payment Schedule attached to this Schedule. The Prepayment Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 16 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Leases pursuant to the Resolution approved on January 5, 2017 and _____, ____; (f) the

Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority; and (h) Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

5. *The Lease.* The terms and provisions of the Agreement (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.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be paid to the Vendor (or reimbursed to Lessee) is \$ _____.

7. *Lease Term.* The Lease Term shall consist of the Original Term and _____ consecutive Renewal Terms, with the final Renewal Term ending on _____, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 15 of the Agreement, the Prepayment Option Commencement Date is _____.

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is _____% per annum. The Taxable Rate for this Schedule is _____% per annum.

10. *Registration.* Any Equipment that is a motor vehicle is to be registered and titled as follows:

- | | | |
|-----|--------------------------|--|
| (a) | <i>Registered Owner:</i> | Peachtree City Governmental Finance Corporation
151 Willowbend Road
Peachtree City, GA 30269 |
| (b) | <i>Lienholder:</i> | Banc of America Public Capital Corp
Northeast Center Building
2059 Northlake Parkway, 4 th Floor
Tucker, GA 30084-5321 |

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's files throughout the Lease Term of the Lease created hereby.

11. Lessee hereby represents and warrants for the benefit of Lessor that Lessee is the fee owner of the real estate where the Equipment is and will be located and has good and marketable title thereto, and there exists no mortgage, pledge, lien, security interest, charge or other encumbrance of any nature whatsoever on or with respect to such real estate. [INCLUDE IF EQUIPMENT BEING FINANCED ARE FIXTURES]

Dated: _____

LESSOR:

Peachtree City Governmental Finance Corp

151 Willowbend Road

Peachtree City, Georgia 30269

Attention: President

By: _____

Name: _____

Title: _____

LESSEE:

Peachtree City, Georgia

151 Willowbend Road

Peachtree City, Georgia 30269

Attention: Finance Director

By: _____

Name: _____

Title: _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that the Lease created hereby 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.

EXHIBIT B

FORM OF RENTAL PAYMENT SCHEDULE

RENTAL PAYMENT DATE	RENTAL PAYMENT AMOUNT	INTEREST PORTION	PRINCIPAL PORTION	OUTSTANDING BALANCE	PREPAYMENT PRICE
---------------------------	-----------------------------	---------------------	----------------------	------------------------	---------------------

EXHIBIT C-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, the duly elected or appointed and acting Secretary of Peachtree City Governmental Finance Corporation ("Lessor") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessor (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessor, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of January 12, 2017 (the "Agreement") and separate Schedules relating thereto from time to time as provided in the Agreement (subject to the approval of the governing body of the Lessor of the interest component of a Schedule pursuant to Section 4.3 of the Agreement) (collectively, the "Schedules"), each between Lessor and Peachtree City, Georgia ("Lessee") and that certain Absolute Assignment Agreement, dated as of January 12, 2017, between Lessee and Banc of America Public Capital Corp, as assignee (collectively, the "Operative Agreements"), and the Operative Agreements are binding and authorized agreements of Lessor, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL

TITLE

SIGNATURE

_____	President	_____
_____	Vice-President	_____
_____	_____	_____

Dated: _____

By: _____

Name: _____

Title: Secretary

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-2

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, AS LESSOR, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH PEACHTREE CITY, GEORGIA, AS LESSEE, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ABSOLUTE ASSIGNMENT AGREEMENT BY LESSOR IN FAVOR OF BANC OF AMERICA PUBLIC CAPITAL CORP; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Peachtree City Governmental Finance Corporation (the "Lessor"), a nonprofit corporation duly organized and existing under the laws of the State of Georgia, is authorized by the laws of the State of Georgia to purchase and acquire personal property (tangible and intangible) to lease to Peachtree City, Georgia (the "Lessee") for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessor (the "Board") has heretofore determined that a need exists for the acquisition, purchase and financing of certain property consisting of various public safety, public services and administrative/financial services equipment (collectively, the "Equipment") and pursuant to a Request for Bids (Equipment Master Lease Purchase Agreement), solicited bids for the acquisition of the Equipment and the financing of the Equipment through a lease; and

WHEREAS, pursuant to a recommendation by the staff of the Lessee, the governing body of the Lessor adopted a resolution on December 1, 2016 (the "Acceptance Resolution"), accepting the proposal (the "Proposal") of Banc of America Public Capital Corp (the "Bank"), a copy of which Proposal was attached to the Acceptance Resolution as Exhibit "A" and is herein incorporated by reference; and

WHEREAS, pursuant to the Acceptance Resolution, the governing body of the Lessor authorized the staff of the Lessee to finalize the terms of the master equipment lease purchase agreement, an Absolute Assignment Agreement and such other documents and certificates necessary and incidental thereto, subject to the review and approval of legal counsel, and such documents have been finalized and are presented at this meeting; and

WHEREAS, in order to acquire such Equipment, the Lessor proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with the Lessee, substantially in the proposed form presented to the Board at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement to fund the purchases of the Equipment in each of fiscal years 2017, 2018, 2019 and 2020 in a principal amount not to exceed \$7,250,000 (collectively, the "Schedules"), which Equipment will be described more specifically in the Schedules as appropriate and necessary to the functions of the Lessee; and

WHEREAS, the interest rate applicable to each Schedule (the "Contract Rate") will be determined at the time of execution of the respective Schedule, all pursuant to the terms of the Agreement; and

WHEREAS, the Lessor will assign its interests in the Agreement, the Schedules and related financing documents to the Bank pursuant to the Absolute Assignment Agreement, dated as of January 12, 2017 (the "Absolute Assignment Agreement"); and

WHEREAS, the Board deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided and to enter into the Absolute Assignment Agreement;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessor as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Board at this meeting, are in the best interests of the Lessor for the acquisition, purchase, financing and leasing of the Equipment. The funding of purchases of Equipment, including costs associated therewith, in a principal amount not to exceed \$7,250,000 is hereby approved. The term of any Schedule shall not exceed seven years.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) and the Absolute Assignment Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the President of the Lessor (the "Authorized Official") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Official and the Secretary are each hereby authorized and directed to sign and deliver on behalf of the Lessor the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required, and the Absolute Assignment Agreement; *provided, however*, that the Lessor shall approve by resolution the interest rate formula to be used to calculate the Contract Rate (as defined in the Agreement) and Taxable Rate (as defined in the Agreement) for any Lease entered into one year after the date of the Agreement.

Section 3. Other Actions Authorized. The officers of the Lessor shall take all action necessary or reasonably required by the parties to the Agreement and the Absolute Assignment Agreement to carry out, give effect to and consummate the transactions contemplated thereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Agreement, each Lease and the Absolute Assignment Agreement.

Section 4. No General Liability. Nothing contained in this Resolution, the Agreement, any Lease, the Absolute Assignment Agreement nor any other instrument shall be construed with respect to the Lessor as incurring a pecuniary liability or charge upon the general credit of the Lessor, nor shall the breach of any agreement contained in this Resolution, the Agreement, any Lease, the Absolute Assignment Agreement or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessor or any charge upon its general credit.

Section 5. Appointment of Authorized Lessor Representatives. The President and Vice President of the Lessor are each hereby designated to act as authorized representatives of the Lessor for purposes of each Lease until such time as the governing body of the Lessor shall designate any other or different authorized representative for purposes of the Agreement and any Lease.

Section 6. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 7. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

The undersigned, a duly elected or appointed and acting Secretary of the Lessor identified in the above resolution (the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessor on January 5, 2017. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessor since the date of adoption of the Resolution.

DATED this 5th day of January, 2017.

**PEACHTREE CITY GOVERNMENTAL
FINANCE CORPORATION**

Name: _____
Title: _____

EXHIBIT C-3

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly appointed and acting _____ of Peachtree City, Georgia ("Lessee") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of January 12, 2017 (the "Agreement") and separate Schedules relating thereto from time to time as provided in the Agreement (subject to the approval by the governing body of Lessee of the interest component of a Schedule pursuant to Section 4.3 of the Agreement) (collectively, the "Schedules"), each between the Lessee and Peachtree City Governmental Finance Corporation ("Lessor") (collectively, the "Operative Agreements"), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their terms.

NAME OF OFFICIAL

TITLE

SIGNATURE

Mayor

City Clerk

Dated: _____

By: _____

Name: _____

Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

EXHIBIT C-4

FORM OF AUTHORIZING RESOLUTION

A RESOLUTION OF THE GOVERNING BODY OF PEACHTREE CITY, GEORGIA, AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, AS LESSOR, AND SEPARATE SCHEDULES THERETO FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Peachtree City, Georgia (the "Lessee"), a municipal corporation of the State of Georgia, is authorized by the laws of the State of Georgia to purchase, acquire and lease personal property (tangible and intangible) for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "Council") has heretofore determined that a need exists for the acquisition, purchase and financing of certain property consisting of public safety, public services and administrative/financial services equipment in fiscal years 2017, 2018, 2019 and 2020 (the "Equipment") and pursuant to a Request for Bids (Equipment Master Lease Purchase Agreement), solicited bids for the acquisition of the Equipment and the financing of the Equipment through a lease; and

WHEREAS, pursuant to a resolution adopted by the governing body of the Lessee on December 1, 2016 (the "Acceptance Resolution"), the Lessee, with the recommendation of the staff of Lessee, accepted the proposal (the "Proposal") of Banc of America Public Capital Corp (the "Bank"), a copy of which Proposal was attached to the Acceptance Resolution as Exhibit "A" and is herein incorporated by reference; and

WHEREAS, pursuant to the Acceptance Resolution, the governing body of the Lessee authorized the staff of the Lessee to finalize the terms of the Lease, the Absolute Assignment Agreement and such other documents and certificates necessary and incidental thereto, subject to the review and approval of legal counsel, and such documents have been finalized and are presented at this meeting to fund the purchases of the Equipment in each of fiscal years 2017, 2018, 2019 and 2020 in a principal amount not to exceed \$7,250,000 (collectively, the "Schedules"), which Equipment will be described more specifically in the Schedules as appropriate and necessary to the functions of the Lessee; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease/Purchase Agreement (the "Agreement") with Peachtree City Governmental Finance Corporation (the "Lessor"), substantially in the proposed form presented to the Council at this meeting, and separate Schedules thereto substantially in the form attached to the Agreement; and

WHEREAS, the Council deems it for the benefit of the Lessee and for the efficient and effective administration thereof to enter into the Agreement and separate Schedules relating thereto from time to time as provided in the Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein described on the terms and conditions therein and herein provided; and

WHEREAS, the Lessor will assign its interests in the Agreement and the Schedules to the Bank pursuant to an Absolute Assignment Agreement, dated as of January 12, 2017 (the "Absolute Assignment Agreement"), by the Lessor in favor of the Bank;

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the governing body of the Lessee as follows:

Section 1. Findings and Determinations. It is hereby found and determined that the terms of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto), in the form presented to the Council at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment. The funding of purchases of Equipment, including costs associated therewith, in a principal amount not to exceed \$7,250,000 is hereby approved. The term of any Schedule shall not exceed seven years.

Section 2. Approval of Documents. The form, terms and provisions of the Agreement (including the form of Schedule of Property and the form of Rental Payment Schedule, both attached thereto) and the Absolute Assignment Agreement are hereby approved in substantially the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the Mayor of the Lessee (the "Authorized Official") executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Official and the City Clerk are each hereby authorized and directed to sign and deliver on behalf of the Lessee the Agreement, each Schedule thereto under which a separate Lease (as defined in the Agreement) is created, each Rental Payment Schedule attached thereto and any related exhibits attached thereto if and when required; *provided, however*, that, the Lessee shall approve by resolution the interest rate formula to be used to calculate the Contract Rate (as defined in the Agreement) and the Taxable Rate (as defined in the Agreement) for any Lease entered into one year after the date of the Agreement.

The Agreement, each Lease, the Schedules and the Absolute Assignment Agreement are referred to herein as the "Financing Documents." All other related contracts and agreements necessary and incidental to the Agreement and the Schedules are hereby authorized. By a written instrument signed by the Mayor, the Mayor may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Agreement and the Schedules on behalf of Lessee.

Section 3. Annual Appropriation. The Lessor's obligations under the Schedules shall be subject to annual appropriation or renewal by the governing body of the Lessee as set forth in the Agreement, each Lease and each Schedule and the Lessee's obligations under the Schedules shall not constitute a general obligation of the Lessee or indebtedness under the Constitution of the State of Georgia.

Section 4. Reimbursement. The Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment prior to receipt of the Lease proceeds under the Agreement for the Equipment. The Lessee hereby sets forth its intent to reimburse such capital expenditures for the Equipment with the Lease proceeds.

Section 5. Final Financing Documents. The Agreement and all Financing Documents shall be consistent with this resolution and the terms of the Proposal.

Section 6. Finance Director Authority. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Director is

authorized to approve such changes to any Financing Documents previously signed by officers or employees of the Lessee, provided that such changes to any Financing Documents shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of Financing Documents for delivery constituting conclusive evidence of such officer's final approval of the Financing Documents final form.

Section 7. Appointment of Authorized Lessee Representatives. The Mayor and Finance Director of the Lessee are each hereby designated to act as authorized representatives of the Lessee for purposes of each Lease until such time as the governing body of the Lessee shall designate any other or different authorized representative for purposes of the Agreement and any Lease.

Section 8. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

Section 9. Effective Date. This Resolution shall be effective immediately upon its approval and adoption.

The undersigned, a duly elected or appointed and acting City Clerk of the Lessee identified in the above resolution (the "Resolution"), hereby certifies that the Resolution is a full, true and correct copy of such Resolution as adopted by the governing body of the Lessee on January 5, 2017. The Resolution is in full force and effect on the date hereof and has not been amended, modified or otherwise changed by the governing body of the Lessee since the date of adoption of the Resolution.

DATED this 5th day of January, 2017.

Name: _____
Title: _____

EXHIBIT D-1

FORM OF OPINION OF LESSOR'S COUNSEL
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

City of Peachtree City, Georgia
Peachtree City, Georgia

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, between Peachtree City Governmental Finance Corporation, as Lessor, and Peachtree City, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to Peachtree City Governmental Finance Corporation ("Lessor"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017 (the "Agreement") and Exhibits thereto, between Lessor and Peachtree City, Georgia, as lessee ("Lessee"), which provides for the lease of certain equipment (the "Equipment") to be described in Schedules (hereafter defined) to the Agreement; (b) an executed counterpart of that certain Absolute Assignment Agreement, dated as of January 12, 2017 (the "Assignment Agreement"), by Lessor in favor of Banc of America Public Capital Corp ("Bank"); (c) a certified copy of the resolutions of the governing body of Lessor which, among other things, authorize Lessor to execute the Agreement, the Assignment Agreement and all Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as a "Schedule") to be executed and delivered by the same authorized officers on behalf of Lessor and in substantially the same manner as the Agreement and in substantially the same form as the Form of Schedule of Property attached as Exhibit A to the Agreement; and (d) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. A Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as a "Lease." This opinion relates to the Schedules dated _____, _____ (and the associated Leases) which are referred to herein as the "Approved Leases."

Based on the foregoing, I am of the following opinions:

1. Lessor is a nonprofit corporation duly organized and existing under the laws of the State.
2. Lessor has the requisite power and authority to purchase and acquire the Equipment for lease to the Lessee and to execute and deliver the Agreement, the Assignment Agreement and each Approved Lease and to perform its obligations under the Agreement, the Assignment Agreement and each Approved Lease.

3. The Agreement, the Assignment Agreement and each Approved Lease have been duly authorized and approved and duly executed and delivered by and on behalf of Lessor. Assuming due authorization, execution and delivery thereof by Lessee, each of the Agreement, the Assignment Agreement and each Approved Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Agreement, the Assignment Agreement and the Approved Leases and all other proceedings of Lessor relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement, the Assignment Agreement or any Approved Lease or the security interest of Bank or its assigns, as the case may be, in the Equipment under any Approved Lease or other collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Agreement or the Assignment Agreement, unless otherwise provided herein. Lessor and its successors and assigns with respect to any Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under any Approved Lease, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT D-2

FORM OF OPINION OF LESSEE'S COUNSEL
(to be typed on letterhead of counsel)

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Peachtree City Governmental Finance Corporation
Peachtree City, Georgia

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, between Peachtree City Governmental Finance Corporation, as Lessor, and Peachtree City, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to Peachtree City, Georgia ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017 (the "Agreement") and Exhibits thereto, between Peachtree City Governmental Finance Corporation ("Lessor") and Lessee; and (b) a certified copy of the resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement and all Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as a "Schedule") to be executed and delivered by the same authorized officers on behalf of Lessee and in substantially the same manner as the Agreement and in substantially the same form as the Form of Schedule of Property attached as Exhibit A to the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. A Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as a "Lease." This opinion relates to the Schedules dated as of _____, _____ and the related Leases which are referred to herein as the "Approved Leases."

Based on the foregoing, I am of the following opinions:

1. Lessee is a municipal corporation of the State of Georgia duly organized and existing under the laws of the State and is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "Code") and the obligations of Lessee under the Agreement and under each Approved Lease constitutes an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code.
2. Lessee has the requisite power and authority to lease, purchase and acquire the Equipment and to execute and deliver the Agreement and each Approved Lease and to perform its obligations under the Agreement and each Approved Lease.
3. The Agreement and each Approved Lease have been duly authorized and approved and duly executed and delivered by and on behalf of Lessee. Assuming due

authorization, execution and delivery thereof by Lessor, the Agreement constitutes, and each Approved Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. The authorization, approval, execution and delivery of the Agreement and the Approved Leases and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws.

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or any Lease or the security interest of Bank or its assigns, as the case may be, in the Equipment under the Agreement or any Approved Lease or other collateral thereunder.

All capitalized terms herein shall have the same meanings as in the Agreement unless otherwise provided herein. Lessee and its successors and assigns with respect to any Approved Lease, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments under any Approved Lease, are entitled to rely on this opinion.

Printed Name: _____
Firm: _____
Address: _____
Telephone No.: _____

Signature: _____
Dated: _____

EXHIBIT E

FORM OF FINAL ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

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

Re: Schedule of Property No. _____, dated _____, to Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, between Peachtree City Governmental Finance Corporation, as Lessor, and Peachtree City, Georgia, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: _____

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT F

FORM OF SELF-INSURANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. _____, dated _____, to Master
Equipment Lease/Purchase Agreement, dated as of January 12, 2017
between Banc of America Public Capital Corp, as Lessor, and
_____, as Lessee

In connection with the above-referenced Schedule of Property (the "Schedule"),
_____ (the "Lessee") hereby warrants and represents to Banc of America
Public Capital Corp the following information. The terms capitalized herein but not defined herein shall
have the meanings assigned to them in the Agreement incorporated in the Schedule by reference.

1. The Lessee is self-insured for damage or destruction to the Equipment listed in the
Schedule (herein, the "Equipment"). The dollar amount limit for property damage to the Equipment
under such self-insurance program is \$_____. [The Lessee maintains an umbrella
insurance policy for claims in excess of Lessee's self-insurance limits for property damage to the
Equipment which policy has a dollar limit for property damage to the Equipment under such policy of
\$_____.]

2. The Lessee is self-insured for liability for injury or death of any person or damage or loss of
property arising out of or relating to the condition or operation of the Equipment. The dollar limit for
such liability claims under the Lessee's self-insurance program is \$_____. [The Lessee
maintains an umbrella insurance policy for claims in excess of Lessee's self-insurance limits for liability
which policy has a dollar limit for liabilities for injury and death to persons as well as damage or loss of
property arising out of or relating to the condition or operation of the Equipment in the amount of
\$_____.

[3]. The Lessee maintains a self-insurance fund. Monies in the self-insurance fund [are/are not]
subject to annual appropriation. The total amount maintained in the self-insurance fund to cover Lessee's
self-insurance liabilities is \$_____. [Amounts paid from the Lessee's self-insurance fund
are subject to a dollar per claim of \$_____.]

[3]. The Lessee does not maintain a self-insurance fund. The Lessee obtains funds to pay
claims for which it has self-insured from the following sources: _____. Amounts
payable for claims from such sources are limited as follows: _____
_____.

4. Attached hereto are copies of certificates of insurance with respect to policies maintained by Lessee.

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____
Name: _____
Title: _____

EXHIBIT G

FORM OF BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of Peachtree City, Georgia (the "Lessee") certifies in connection with Schedule of Property No. _____, dated _____, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of January 12, 2017 (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), each between Peachtree City Governmental Finance Corporation and Lessee, as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code");

2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;

3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and

4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

DATE: _____

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____

Name: _____

Title: _____

EXHIBIT H

FORM OF NOTICE AND ACKNOWLEDGEMENT OF ASSIGNMENT

Dated _____

BANC OF AMERICA PUBLIC CAPITAL CORP ("Assignor") hereby gives notice that, as of _____, 20__, it has assigned and sold to _____ ("Assignee") all of Assignor's right, title and interest in, to and under Schedule of Property No. _____, dated _____ (including the Rental Payment Schedule attached thereto, the "Schedule"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of January __, 2017 (the "Agreement"), each between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City, Georgia ("Lessee"), together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith, the Rental Payments and other amounts due under the Lease (as such term is hereinafter defined) (collectively, the "Assigned Property").

For purposes of this Notice and Acknowledgment of Assignment (the "Acknowledgment"), "Lease" means collectively the Schedule and the terms and provisions of the Agreement incorporated therein by reference, together with all exhibits, schedules, riders, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other Schedules of Property entered into under the Agreement and rental payments other than with respect to the Schedule. Each capitalized term used but not defined herein has the meaning set forth in the Agreement.

1. Lessee hereby acknowledges the effect of the assignment of the Assigned Property and absolutely and unconditionally agrees to deliver to Assignee all Rental Payments and other amounts coming due under the Lease in accordance with the terms thereof on and after the date of this Acknowledgment.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Assignor under the Absolute Assignment Agreement and of Lessor under the Lease and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the Equipment in accordance with the terms of the Lease, to declare a default and to exercise all rights and remedies thereunder in connection with the occurrence of an Event of Non-appropriation or an Event of Default; and (ii) except as provided in Section _____ of the Agreement, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in the Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the following information about the Lease is true, accurate and complete:

Number of Rental Payments Remaining	_____
Amount of Each Rental Payment	\$ _____
Total Amount of Rents Remaining	\$ _____
Frequency of Rental Payments	_____
Next Rental Payment Due	_____
Funds Remaining in Escrow Fund	\$ _____

4. The Lease remains in full force and effect, has not been amended and no event of default (or event which with the passage of time or the giving of notice or both would constitute a default) or threatened non-appropriation has occurred thereunder.

5. Assignor hereby acknowledges the transfer restrictions imposed by Section _____ of the Agreement and confirms that the assignment to Assignee has been made in accordance with the provisions of that Section.

6. Any inquiries of Lessee related to the Lease and all Rental Payments and other amounts coming due pursuant to the Lease on and after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

ACKNOWLEDGED AND AGREED:

LESSEE: PEACHTREE CITY, GEORGIA

By: _____
 Name: _____
 Title: _____

ASSIGNOR: BANC OF AMERICA PUBLIC CAPITAL CORP

By: _____
 Name: _____
 Title: _____