
City Council of Peachtree City
ABBREVIATED MINUTES
December 7, 2017
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Recognize Outgoing Council Member Kim Learnard
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
November 16, 2017, Regular Meeting Minutes **APPROVED 4-0-1
(FLEISCH)**
- VII. Consent Agenda
 - 1. Consider Alcohol License – NEW – Michael's Asian Kitchen,
2808 Hwy 54 **APPROVED 5-0**
 - 2. Consider Pool Management Contract Renewal **APPROVED 5-0**
 - 3. Consider Appointment of City Representative to the
Convention & Visitors Bureau – Paul Salvatore **APPROVED 5-0**
- VIII. Old Agenda Items
 - 11-17-04 Public Hearing – Variance for No-Imperious Buffer,
102 North Cove **APPROVED 5-0**
- IX. New Agenda Items
 - 12-17-01 Consider Contract for MacDuff Pkwy/SR 54
Intersection Improvements **APPROVED 5-0**
 - 12-17-02 Consider Master Lease Purchase/Lease Schedule 1 **APPROVED 5-0**
 - 12-17-03 FY 2017 Year-End Fiscal Analysis (unaudited) **NO ACTION**
 - 12-17-04 Consider Budgeted Cost of Living Adjustment **APPROVED 2.5%
COLA, 5-0**
- X. Council/Staff Topics
- XI. Executive Session
- XII. Adjourn

**ATTENDING: Mayor Vanessa Fleisch, Council Members Mike King, Terry Ernst,
Kim Learnard, and Phil Prebor.**

City Council of Peachtree City
Meeting Minutes
November 16, 2017
7:00 p.m.

The Mayor and Council of Peachtree City met in regular session on Thursday, November 16, 2017. Mayor Vanessa Fleisch was unable to attend, and Mayor Pro Tem Kim Learnard called the meeting to order at 7:00 p.m. Others attending: Terry Ernst, Mike King, and Phil Prebor.

Announcements, Awards, Special Recognition

Council commended the coaches and members of three State Champion teams from McIntosh High School: the Varsity Volleyball Team, the Boys Cross Country Team, and the Girls Cross Country Team. Assistant Fire Chief Clint Murphy was recognized for 20 years of service, and Police Lt. Matt Myers was honored for his selection for the "40 Under 40 Award" bestowed by the International Association of Chiefs of Police.

Public Comment

There was no public comment.

Agenda Changes

There were no changes to the agenda.

Minutes

King moved to approve the November 2, 2017, regular meeting minutes as written. Prebor seconded. Motion carried unanimously.

Consent Agenda

- 1. Consider Ordinance Amendment – Boards/Authorities/Commissions**
- 2. Consider Ordinance Amendment (Golf Cart Ordinance) – Authorized Path Users**
- 4. Consider Budget Amendments – FY 2017**

Ernst moved to approve Consent Agenda items 1,2, and 4. King seconded. Motion carried unanimously.

New Agenda Items

11-17-03 Public Hearing – Multi-family Rezoning Moratorium

Planning and Development Director Mike Warrix explained that this public hearing was to consider reaffirming the moratorium on multi-family rezoning requests, which had been in place since 1999. He said it was originally adopted to direct staff to no longer accept applications requiring rezoning to multi-family. Council must consider the moratorium for renewal each November, Warrix noted. He displayed a list of facts for Council to consider, including findings that increased multi-family development could overburden schools, police, fire and emergency services, as well as contribute to traffic congestion. Another consideration was that resources could be exhausted, leading to a reduced quality of life. King asked how many times the council had approved lifting the moratorium in the years since it was adopted and was told that it had been done twice. Warrix said his office received very few inquiries about rezoning for multi-family. Public Information Officer/City Clerk Betsy Tyler clarified that this moratorium was only for new rezonings to a multi-family category and did not apply to land already zoned multi-family.

Learnard opened the public hearing. There were no comments. Learnard closed the public hearing.

King moved to approve item 11-17-03, renewing the multi-family moratorium. Prebor seconded. The motion passed unanimously.

11-17-04 Public Hearing – Variance for No-Impervious Buffer, 102 North Cove

Due to advertising requirements, staff requested this item be moved to the December 7 agenda.

11-17-05 Consider Budget Amendment – FY 2018 (Amphitheater)

Financial Services Director Paul Salvatore requested Council increase the Frederick Brown Jr. Amphitheater's fiscal year 2018 fund budget revenues and expenses by \$295,000 to allow for expanded use of the Amphitheater during the fringe seasons before and after the main concert series shows. City Manager Jon Rorie said this was a simple budget amendment, and the actual amount could vary, depending on the cost of the additional acts. Salvatore noted that the number of shows at the amphitheater had decreased over the years, and this extra funding would allow for maximum utilization of the facility. King noted that this would also provide opportunities to the new management contracted for the amphitheater.

Ernst moved to approve item 11-17-05. King seconded. The motion carried unanimously.

11-17-06 Certify Results of the November 7, 2017, General Election

Tyler noted the election results as certified by the Fayette County Board of Elections were before Council. She said Council was required to certify the results of the municipal election as listed:

<u>Mayor</u>	<u>(5,819 total votes)</u>
Vanessa Fleisch	2,517 (43.25%)
Eric Imker	1,799 (30.92%)
Dar Thompson	1,493 (25.66%)
 <u>City Council Post 3</u>	 <u>(5,341 total votes)</u>
Harold Logsdon	1,730 (32.39%)
Kevin Madden	2,144 (40.14%)
Sarah Toussaint	1,442 (27.00%)

Prebor moved to approve item 11-17-06, certifying the general election results. King seconded. The motion carried unanimously.

Council/Staff Topics

Ordinance Amendment Preview - City Council Meeting Procedures & Rules (Time of Council Meetings)

Tyler said some members of Council had discussed modifying meeting times, which would require an ordinance amendment. She asked for instruction from Council in how to proceed. Prebor confirmed that 6:30 was the time under consideration. Rorie said it was a balancing act because too early a start time made it difficult for citizens who worked in Atlanta to attend, but too late could limit families with children who had to be put to bed. Rorie noted that the meetings were available over the Internet and archived for viewing at a later date. He mentioned that too late a start time could contribute to hurried proceedings. Tyler and Learnard both requested public input on the matter.

Wireless Communications Ordinance Text Amendments

Warrix reviewed the need to revise the wireless communications ordinance to address changes in wireless technology. He said the planning, engineering, legal departments and the City's telecommunications consultant had been examining the ordinance and recommended changes to Article XV, Sections 18-376 through 18-385, to bring the ordinance into compliance with State and Federal rules and regulations, manage and protect facilities in rights-of-way, and maintain public safety standards. Warrix reported that the main reason for the changes would be to accommodate Advanced Wireless Architectures, such as Distributed Antennae Systems (DAS), small cell technology, and microcell technology, in order to increase and improve broadband capabilities. He said the ordinance changes would give the City a basis for review when applications were submitted.

He showed photos of existing towers in the City and explained how small cell technology could be incorporated into antennae on street light poles. Warrix displayed photos of these poles in other cities. He said the facilities could be sited unobtrusively if the jurisdiction had good regulations in place. Warrix told Council he would be bringing the revisions in the ordinance back to them for approval. Rorie noted that communications companies were trying to condense their facilities into smaller sites and existing structures, rather than building new towers. He said the City wanted feedback from communications companies and the public, and he had been contacted already by AT&T and promised to send them a copy of the proposed changes for their input. Rorie remarked it was a complex topic and probably would be presented as staff recommendations to Council in January.

City Attorney Ted Meeker said there would be no changes to the right-of-way ordinance or to the procedure for approving cell phone towers. He confirmed that these changes would deal with microcell facilities. One example he cited was that the City would not want to grant companies the right to place poles in areas where there were underground utilities.

SPLOST Projects Update

Rorie informed Council that, as a lead-in to the December 7 fiscal year end analysis, this would be an update on the status of Special Purpose Local Option Sales Tax (SPLOST) projects, Facilities Bond projects, and the "other projects" list. He said updates would be presented to Council at appropriate times. He displayed a pie chart that showed 65% of the SPLOST funding was designated for road projects, 2% going towards parks and recreation, 7% for public safety, 4% for the Lake Peachtree dam and spillway project, and 21% for the multi-use path system. He explained that some projects would be over budget, but others would be under budget. The 2017 SPLOST was anticipated to net \$45.4 million over a six-year period, but Rorie noted that was dependent on consumer spending. To date, from August to November, the SPLOST had raised nearly \$2.7 million, while about \$270,000 had already been spent on SPLOST projects.

Spillway project manager Dan Davis with Integrated Science and Engineering reported on the progress of the biggest single SPLOST project, the Lake Peachtree spillway and dam. He said the work had been underway at the site for about two months. The contractor was currently working on the foundation and was on schedule. He said the lake would be raised about two feet over the next week. Davis went over the contractor's schedule, explaining that he was making great progress thanks to the good weather. He detailed progress on the coffer dam. Rorie went back to highlight which areas of the lake were still dry and said they would be dry for up to five more months.

Ernst said it was amazing to watch the construction and urged Citizens to drive by the site to get a better feeling for the scope of the project. King remarked that it was good that the City was controlling the project, which had not been the case in the dredging project two years ago.

Road Engineer Jonathan Miller reported the City completed 3.41 miles of roadway resurfacing in FY2017 year from the General Fund. This year, the goal was 10 to 12 miles, with eight paid for from the SPLOST budget, and the original three miles remaining in the General Fund. Rorie remarked that SPLOST was not replacing the General Fund, but enhancing it, providing resources for more road work.

City Engineer David Borkowski first updated the SR54/Planterra Way intersection project, saying the left turn lanes on the highway, funded by the Georgia Department of Transportation (GDOT), were completed. He said trees from the median had been moved to other parts of the City, and the light pole would be removed within three weeks. In January, he noted, workers would return to finish the project with nighttime work on the dual turn lanes from Wal-Mart. He said bids had gone out for the SR54/MacDuff Parkway project, and Council would probably be voting on awarding the contract at its December 7 meeting. Trees were being removed from the site, Borkowski remarked, and a temporary construction easement had to be obtained. The Kedron Drive turn lane extension, he reported, was almost completed, with only some paving and striping work remaining. Rorie noted this was a project that came in substantially under budget, mainly by taking advantage of scheduling and having much of the work done by internal staff.

Borkowski reported on the right turn lanes planned for the Crosstown Road/Peachtree Parkway intersection. He said they were talking with the County transportation committee about a roundabout at this location, and GDOT had offered advice on this. The roundabout had been included on the project list for a previous SPLOST, but not constructed. Rorie said they took concept drawings and submitted them to the GDOT office in Thomaston for review. GDOT's verdict, Rorie reported, was that a single-lane roundabout would be adequate for 12 years if there was a dedicated right turn lane, while a multi-lane roundabout would function for at least 17 years. He said GDOT recommended that if a single-lane roundabout was constructed, it be designed so it could be converted to multi-lane in the future. What this meant, Rorie said, was that this project should not be underbuilt. This was a SPLOST-restricted project, he noted, explaining that 2017 SPLOST dollars couldn't be used for the roundabout, only for the right-turn lanes. He commented there was no perfect solution to the traffic problems at that intersection, but it was obvious something must be done. He said he would meet with the county transportation committee December 5 and discuss whether money from the previous SPLOST could be allocated for the roundabout.

The MacDuff/SR54 bridge project was underway, Borkowski said. Rorie noted that it was a massive project, and Borkowski said quite a bit of design work was needed before construction could start. The pedestrian bridge from the All Children's Playground to Drake Field, the new bridge on SR54 over Lake Peachtree, and the Spillway bridge project were all underway. City workers would be constructing the earthen pedestrian bridge to the island in Lake Peachtree, Rorie said, with 50-plus workers doing some clearing in the area November 29 and 30, and December 1.

Borkowski reported that maintenance and repair work on 17 of the City's 29 tunnels was included on the SPLOST list, and four had been completed. He said 11 of the City's 29 bridges were also on the SPLOST project list, and one bridge project had been completed. Learnard

inquired what type of work was done on the tunnels, and Borkowski replied that it involved filling cracks where water was leaking in, and Rorie said some paths had been realigned with the tunnel entrances.

Rorie said the goal was to resurface three miles of paths each year with SPLOST funding in addition to the nine miles in the General Fund. The City planned to hire additional personnel and purchase equipment to complete this work and build new paths, including the Whitfield Farms path, which was currently under construction. He said the Crosstown path project from Wendy's to Flash Foods was complete. Rorie noted that they were considering adding speed tables to Crosstown in that area to reduce speeds. Ernst clarified that speed limits would not be lowered on Crosstown, just controlled by the speed table.

Rorie shared a list of projects City crews had been instructed to work on during the winter and said they were connected to SPLOST and Facilities Bond projects for scheduling, but not paid for with those funds. Some were landscaping, while some were park projects, he noted, and they were prioritized in order of importance.

Facilities Bond Project Updates

Rorie said significant progress had been made on these projects. The tennis center lighting might need additional funding, he noted, and added that playground equipment replacement was designated for future funding. The roof at the police department headquarters was almost complete and substantially under budget, Rorie pointed out. He said the funding that was allocated but not used rolled over to a contingency fund. The Kedron Aquatics Center restoration was also under budget, he reported. Rorie said 'in progress' projects included the Kedron rink improvements and the skate park. Currently, he stated, the contingency line was at \$479,000, and that money could be reallocated to other projects. Rorie said staff always began projects with the goal of coming in 10% under budget. The contingency money could then be used for additional projects such as the resurfacing of the parking lot at the police department.

There being no further business, Ernst moved to adjourn. Prebor seconded. The motion carried unanimously, and the meeting adjourned at 8:30 p.m.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

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: November 30, 2017

SUBJECT: Alcohol License – NEW – Red RiceBowl
December 7, 2017, Consent Agenda

Recommendation:

Staff recommends Council approve the attached application for a new alcohol license for Michael's Asian Kitchen, Inc.

Discussion:

Michael's Asian Kitchen, Inc., DBA Red RiceBowl, 2808 Highway 54 (former location of Grazing Here), has submitted a request for a new alcohol license. Ms. YuFeng (Rena) Ding has requested to be named as both the Licensee and License Representative.

The business location and Ms. Ding meet the requirements of the Alcohol Ordinance to be granted a license.

Budgetary Impact:

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

Attachment

Application For Alcoholic Beverage License

Business Name: DBA Red RiceBowl Michael's Asian Kitchen Inc	Business Location: 2808 Hwy 54 Peachtree City
Nature of Business: Restaurant	Mailing Address: 400 Swains Dr Peachtree City GA 30269
Name of Licensee: Yufeng Ding	Home Address: 400 Swains Dr Peachtree City GA 30269
Name of License Representative: Yufeng Ding	Home Address: 400 Swains Dr Peachtree City GA 30269
	Business Phone Number: 404-483-9646
	Home Phone Number: 404-483-9646
	Home Phone Number: 404-483-9646

Please indicate type of licenses applying for:

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

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

NAME	ADDRESS	PHONE NUMBERS
Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	Please provide Home Addresses for the individuals listed:	Please provide Home and Business Phone Numbers for individuals listed:
Yufeng Ding	400 Swains Dr. Peachtree City	404-483-9646

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

If YES, Please Provide Name of Employee: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

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

FROM: Quinn Bledsoe, Director

DATE: November 29, 2017

SUBJECT: Extension of United Pool Management of America LLC contract

Recommendation:

Staff recommends that the City extend the swimming pool agreement to United Pool Management of America, LLC for the sum of \$239,780. Staff also recommends the extension of the City Hall fountain agreement for the amount of \$6,000. These prices represent no increase from the current calendar year.

Discussion:

United Pool Management has provided staffing and maintenance services for the City pools since 1998. The company provides lifeguards, lifeguard training, pool and fountain maintenance, swim lessons and an onsite manager. The company continues to provide all contracted services in a timely, reliable and professional manner. Therefore, it is staff's recommendation that we extend the agreement as stated.

Budget Impact:

The budgetary impact will be \$221,690 from 100-6122-521245, \$18,090 from 100-6110-521245 and \$6,000 from 100-4100-521245.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

FROM: Jonathan N. Rorie, City Manager

DATE: November 30, 2017

SUBJECT: Appoint City Representative to the CVB Board
December 7, 2017 City Council Meeting

Recommendation:

Appoint Paul Salvatore, Finance Director to Convention and Visitors Bureau Board of Directors as the "City Council Appointee" for a One (1) year term running from 1/1/18 – 9/30/18.

Discussion:

The Convention and Visitors Bureau CVB is comprised of (7) Seven Board of Directors.

- Four (4) members with previous tourism/hospitality experience are appointed by the City Council to two year terms
- Two (2) members with tourism/hospitality experience or business owners appointed by the CVB to one year terms, and
- One (1) member of city council, city staff, or other designated appointee of City Council. Appointed to a one-year term currently filled by Councilperson King.

Budget Impact:

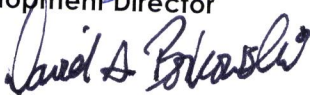
This item should have no budgetary impact.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager
Mike Warrix, AICP, Planning and Development Director

FROM: David A. Borkowski, P.E., City Engineer 

DATE: November 9, 2017

SUBJECT: Variance for 50-ft No-impervious setback – 102 North Cove
November 2, 2017, City Council Meeting

Discussion:

The owners (Mr. and Mrs. Curtis) of the property recently purchased the property back in October of 2016. As per Mr. and Mrs. Curtis, they did not notice the impervious setback, nor the deck encroachment on their closing documents.

When the owners proceeded to formulate a proposal for remodeling their back deck, it was discovered that the stairs, concrete patio and walkways were in the no-impervious setback along the back of the property. Therefore, staff could not approve any building permits for remodeling this area until this issue has been resolved. The survey showing all existing features is attached as Attachment 1.

The new owners have since reduced the scope of their project and propose to remove approximately 400 square-feet of impervious area as shown shown as Attachment 2. They are asking the City for a variance to allow them to keep the existing concrete under the existing wood deck, add a roof over the existing wood deck, and add a concrete landing and foundations for new stairs. The proposed plan is shown as Attachment 3.

Staff has reviewed the variance application against Section 1303 Variance Criteria as follows:

(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 response - There is a drainage easement on the west side of the property and steep topography that required the original builder to shift house more to the east towards the no-impervious setback.

(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 land

development ordinance, or would deprive the applicant of privileges granted to others in similar circumstances;

- Staff response – The new homeowners would have to bear the expense of removing the existing concrete patio and stair access to their second story when they were not the cause of the encroachment. In addition, building stair access to the second story where the landing would be outside the setback would be problematic. The problems being that the stairs would block windows in the rear of the house or access would be from the side yard.

(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 response – The home and other appurtenances are already constructed and the new owners do not have the same ability or options as others so design and lay out their improvements.

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

- Staff response – No special privilege would be granted, decks and patios are allowed in same zoning district.

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

- Staff response – No threat to public safety, health or general welfare.

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

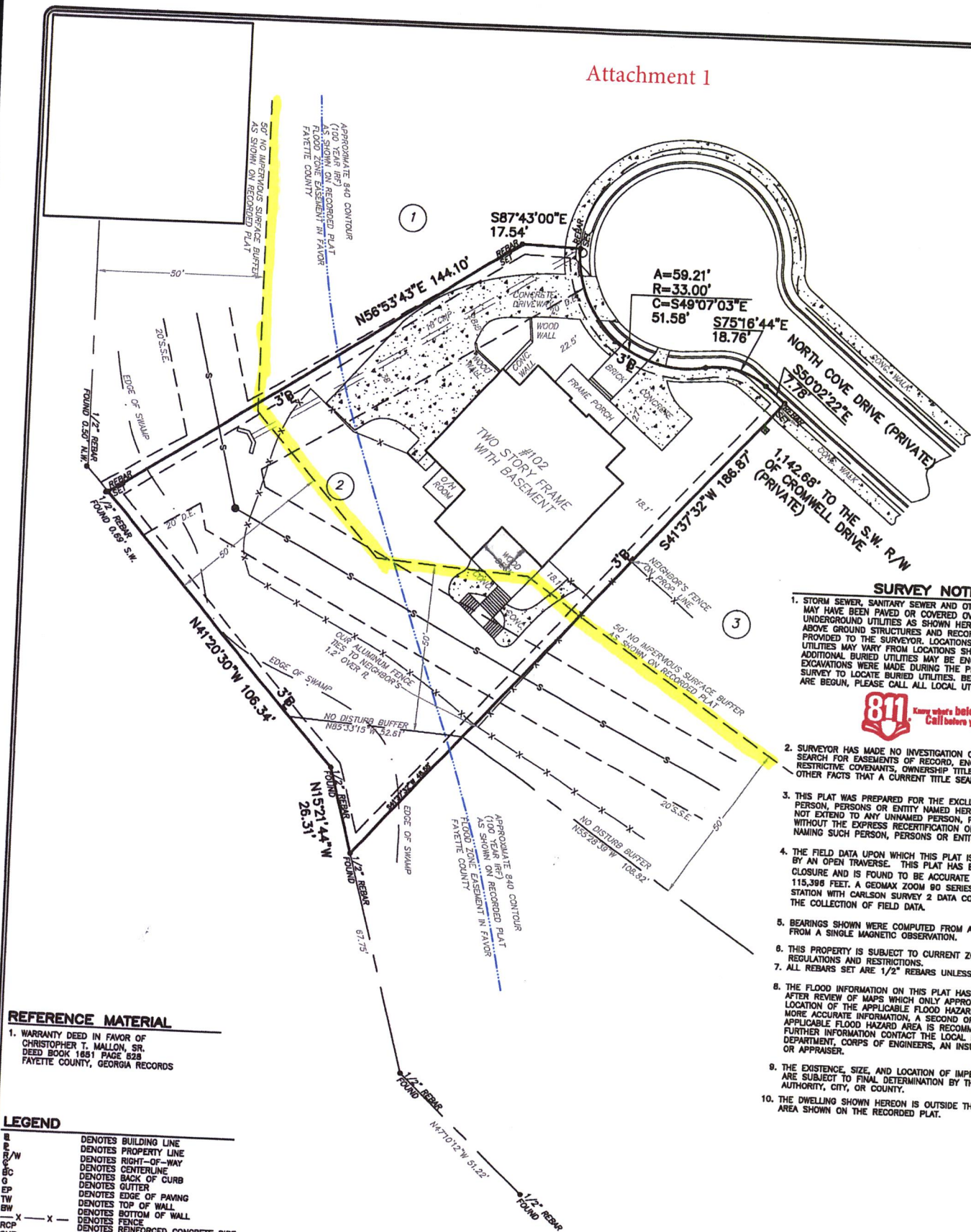
- Staff response – No inconsistency with comprehensive plan.

Budget Impact:

There is no budget impact associated with this request.

Attachment 1

MAGNETIC
N



SURVEY NOTES

1. STORM SEWER, SANITARY SEWER AND OTHER BURIED UTILITIES MAY HAVE BEEN PAVED OR COVERED OVER. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON ABOVE GROUND STRUCTURES AND RECORD DRAWINGS PROVIDED TO THE SURVEYOR. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PROCESS OF THIS SURVEY TO LOCATE BURIED UTILITIES. BEFORE EXCAVATIONS ARE BEGUN, PLEASE CALL ALL LOCAL UTILITY PROVIDERS.



2. SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, OR ANY OTHER FACTS THAT A CURRENT TITLE SEARCH MAY DISCLOSE.
3. THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON. THIS PLAT DOES NOT EXTEND TO ANY UNNAMED PERSON, PERSONS, OR ENTITY WITHOUT THE EXPRESS RECERTIFICATION OF THE SURVEYOR NAMING SUCH PERSON, PERSONS OR ENTITY.
4. THE FIELD DATA UPON WHICH THIS PLAT IS BASED WAS GATHERED BY AN OPEN TRAVERSE. THIS PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 115,396 FEET. A GEDMAX ZOOM 90 SERIES ROBOTIC TOTAL STATION WITH CARLSON SURVEY 2 DATA COLLECTOR WERE USED IN THE COLLECTION OF FIELD DATA.
5. BEARINGS SHOWN WERE COMPUTED FROM ANGLES TURNED FROM A SINGLE MAGNETIC OBSERVATION.
6. THIS PROPERTY IS SUBJECT TO CURRENT ZONING REGULATIONS AND RESTRICTIONS.
7. ALL REBARS SET ARE 1/2" REBARS UNLESS OTHERWISE NOTED.
8. THE FLOOD INFORMATION ON THIS PLAT HAS BEEN DETERMINED AFTER REVIEW OF MAPS WHICH ONLY APPROXIMATE THE LOCATION OF THE APPLICABLE FLOOD HAZARD AREA. FOR MORE ACCURATE INFORMATION, A SECOND OPINION OF THE APPLICABLE FLOOD HAZARD AREA IS RECOMMENDED. FOR FURTHER INFORMATION CONTACT THE LOCAL DRAINAGE DEPARTMENT, CORPS OF ENGINEERS, AN INSURANCE COMPANY OR APPRAISER.
9. THE EXISTENCE, SIZE, AND LOCATION OF IMPERVIOUS BUFFERS ARE SUBJECT TO FINAL DETERMINATION BY THE LOCAL ISSUING AUTHORITY, CITY, OR COUNTY.
10. THE DWELLING SHOWN HEREON IS OUTSIDE THE FLOOD HAZARD AREA SHOWN ON THE RECORDED PLAT.

REFERENCE MATERIAL

1. WARRANTY DEED IN FAVOR OF CHRISTOPHER T. MALLON, SR. DEED BOOK 1681 PAGE 528 FAYETTE COUNTY, GEORGIA RECORDS

LEGEND

—	DENOTES BUILDING LINE
—	DENOTES PROPERTY LINE
—	DENOTES RIGHT-OF-WAY
—	DENOTES CENTERLINE
—	DENOTES BACK OF CURB
—	DENOTES OUTLET
—	DENOTES EDGE OF PAVING
—	DENOTES TOP OF WALL
—	DENOTES BOTTOM OF WALL
—	DENOTES FENCE
—	DENOTES REINFORCED CONCRETE PIPE
—	DENOTES CORRUGATED METAL PIPE
—	DENOTES POWER POLE
—	DENOTES LIGHT POLE
—	DENOTES GUY WIRE
—	DENOTES POWER LINE
—	DENOTES POWER METER
—	DENOTES POWER BOX
—	DENOTES AIR CONDITION
—	DENOTES TELEPHONE BOX
—	DENOTES GAS METER
—	DENOTES GAS VALVE
—	DENOTES GAS LINE MARKER
—	DENOTES WATER METER
—	DENOTES WATER VALVE
—	DENOTES FIRE HYDRANT
—	DENOTES MONITORING WELL
—	DENOTES HEADWALL
—	DENOTES JUNCTION BOX
—	DENOTES DROP INLET
—	DENOTES SANITARY SEWER LINE
—	DENOTES SANITARY SEWER MANHOLE
—	DENOTES CLEAN OUT

FLOOD NOTE

THIS PROPERTY IS LOCATED IN A FEDERAL FLOOD AREA AS INDICATED BY F.I.R.M. OFFICIAL FLOOD HAZARD MAPS. COMMUNITY PANEL No. 13113C0078E. EFFECTIVE DATE: SEPTEMBER 28, 2008. FAYETTE COUNTY, GEORGIA ZONE "AE"



McLUNG
SURVEYING SERVICES, INC.

4833 South Cobb Drive Suite 200
Smyrna, Georgia 30080 (770) 434-3383
Certificate of Authorization #LSF000752

THIS SURVEY WAS PREPARED 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. 18-6-67, 43-15-4, 43-15-6, 43-15-10, 43-15-22.

This original of this document was noted and signed by Michael R. Niles L.S. #2648 on 8-18-17. THIS REPRODUCTION IS NOT A CERTIFIED DOCUMENT.

Michael R. Niles
Georgia RLS #2648
Member SAMSOC
JOB#243380SN

TOTAL AREA= 0.388± ACRES
OR 16,906± SQ.FT.

102 NORTH COVE DRIVE
PEACHTREE CITY, GEORGIA

SURVEY FOR
CHRIS CURTIS

LOT 2
NORTH COVE SUBDIVISION
PHASE II

LAND LOT 122
DISTRICT 7TH
FAYETTE COUNTY
GEORGIA

PLAT PREPARED: 10-3-18
FIELD: 9-29-16 SCALE: 1"=20'

PL 38
PB 76-79

102 NORTH COVE DRIVE.

#1

EXISTING

HOUSE.

13'

16' 8"

EXISTING
WOOD
DECK

NO IMPERVIOUS
BUFFER

FENCE & GATE

PROPERTY LINE.

EXISTING:

PURPOSE REMOVING OF
EXISTING STAIRS AND APPROX
400 SQ. FT OF CONCRETE IN
BUFFER.

 = REMOVAL.

Attachment

2

HOUSE.

EXISTING
WOOD
DECK

13'

16' 8"

NO IMPROVIOUS
BUFFER

FENCE & GATE

VARIANCE:

TO KEEP EXISTING DECK &
CONCRETE IN DECK FOOTPRINT.
REMOVE OLD STAIRS & APPROX
400 SQ FT OF CONCRETE.

NOTE:

NEW STAIRS TO BE BUILT. BUILDING
CODE REQUIRES 3' x 3' LANDING AT
BOTTOM OF STAIRS. ALSO TO BE ADDED
6 FOOTINGS FOR STAIRS, EACH TO
BE 18" x 18" EACH IN CONCRETE.
BOTTOM LANDING & 4 FOOTINGS IN
BUFFER.

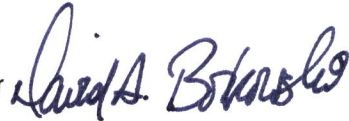
PROPERTY LINE.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Jonathan N. Rorie, City Manager
Paul Salvatore, Financial Services Director
Kelly Bush, Assistant Finance Director
Angela Egan, Purchasing Agent

FROM: David A. Borkowski, P.E., M. ASCE, City Engineer 

DATE: December 1, 2017

SUBJECT: SR 54 & MacDuff Parkway Intersection Improvements
December 7, 2017, City Council Meeting

Recommendation:

Staff recommends that Council award the bid to Piedmont Paving, Inc. in the amount of **\$598,249.00**, for intersection improvements at State Route 54 and MacDuff Parkway.

Discussion:

Staff issued an invitation to bid for the intersection improvements at SR 54 and MacDuff Parkway. This work generally consists of traffic signal modifications, turn lane extensions, median modifications, milling, paving, signing and striping according to Georgia Department of Transportation specifications. The City received bids as follows:

BIDDER	BID
AM Construction	\$623,376.32
Baldwin Paving	\$636,483.71
ER Snell	\$723,520.00
JHC Corp	\$692,800.00
Piedmont Paving	\$598,249.00

Staff has reviewed Piedmont Paving's Bid package and experience and find them acceptable. Staff recommends awarding the Bid to Piedmont Paving.

Budget Impact:

\$650,000 is budgeted for this project under SPLOST Project #5.

City Council of Peachtree City
Agenda
December 7, 2017
7:00 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Recognize Outgoing Council Member Kim Learnard
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
November 16, 2017, Regular Meeting Minutes
- VII. Consent Agenda
 1. Consider Alcohol License – NEW – Michael's Asian Kitchen, 2808 Hwy 54
 2. Consider Pool Management Contract Renewal
 3. Consider Appointment of City Representative to the Convention & Visitors Bureau – Paul Salvatore
- VIII. Old Agenda Items
 - 11-17-04 Public Hearing – Variance for No-Imperious Buffer, 102 North Cove (David Borkowski)
- IX. New Agenda Items
 - 12-17-01 Consider Contract for MacDuff Pkwy/SR 54 Intersection Improvements (David Borkowski) – **Memo will be added Tuesday, December 5**
 - 12-17-02 Consider Master Lease Purchase – Lease Schedule #1 (Paul Salvatore)
 - 12-17-03 FY 2017 Year-End Fiscal Analysis (unaudited) (Jon Rorie / Paul Salvatore) – **Presentation Thursday Night**
 - 12-17-04 Consider Budgeted Cost of Living Adjustment (Jon Rorie) – **Staff recommendation will follow fiscal analysis**
- X. Council/Staff Topics
- XI. Executive Session
- XII. Adjourn

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

FROM: Paul J. Salvatore, Financial Services Director

DATE: November 28, 2017

SUBJECT: Master Lease-Purchase – Lease Schedule #1
December 7, 2017 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council approve Lease Schedule #1 for City-wide Servers and Network Hardware Upgrades, Additional Backup Storage, and Security Cameras and Access Controls, Police Patrol Vehicle Replacements (4), and Police Motorcycle Replacement (1), Fire Training Staff Vehicle Replacements (1), Public Works equipment Replacements including Zero-turn Mowers (3) and a Ford F250 XLT Diesel Truck in the total amount of \$851,821.11 and authorize the Mayor to sign the documents and the Mayor and City Council Members to sign the City's Certificate of Incumbency.

Discussion:

On January 5, 2017 City Council approved a Master Lease-Purchase Agreement for the financing of machinery and equipment in conjunction with Banc of America. This request is for Lease Schedule (Draw) #1 against that Master Lease-Purchase Agreement. The total amount for Schedule #1 of \$851,821.11 is for Additional and replacement network and video storage, Backup server replacement, Upgrades to Email, Microsoft Office, Adobe Acrobat and Citywide WIFI, Security Cameras and Access Control, Identity Service Engine, 4 Police Patrol vehicles and one Police Motorcycle, a Fire Training vehicle, and 3 zero-turn mowers and an F250 truck for Public Works. This schedule also includes the broker placement fees and attorney council fees for the Master Lease-Purchase Agreement. The vehicles and equipment will be financed over a five (5) year period with the first quarterly payment due March 30, 2018 and the last payment on December 30, 2022. The interest rate on this loan is currently set at 2.0062 percent per annum. An update on the rate is expected to be available at the City Council meeting on December 7, 2017.

The City is expected to close (fund) this transaction on Friday, December 8, 2017, following approval by the City, who will meet on Thursday, December 7, 2017 to approve the transaction. The final documents to be signed by the Mayor and City Council are attached.

Budget Impact:

Funds for the fiscal year 2018 debt service payments have been previously budgeted. Debt service payments for future fiscal years will be included in the annual operating budgets proposed to City Council.

If you have any questions, please do not hesitate to contact Paul Salvatore.

Thank you for your attention to this matter.

Attachments

KB/Financing/BOA Lease Purchase Schedule #1

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement (the "Master Equipment Lease"), dated as of January 12, 2017, between Banc of America Public Capital Corp, as Lessor, and Peachtree City, Georgia, as Lessee

1. *Defined Terms. Defined Terms; Lease; Bank of America, National Association as Lessor.* Unless otherwise defined herein, all terms used herein have the meanings ascribed to them in the above-referenced Agreement. This Schedule constitutes a "Lease" for all purposes under the Agreement, and is by and between the Lessee and Bank of America, National Association, a national banking association (the "Lessor"), an affiliate of Banc of America Public Capital Corp ("BAPCC"). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Agreement shall be deemed to be a reference to Bank of America, National Association, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to 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. See attached Exhibit A.

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 adopted by the governing body of the Lessee approved on January 5, 2017; (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 \$851,821.11.

7. *Lease Term.* The Lease Term shall consist of the Original Term and 5 consecutive Renewal Terms, with the final Renewal Term ending on December 30, 2022, 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 September 30, 2020.

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 2.0062% per annum. The Taxable Rate for this Schedule is 3.0187% 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, Georgia
151 Willowbend Road
Peachtree City, GA 30269 |
| (b) | <i>Lienholder:</i> | Bank of America, National Association
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.

Dated: December 8, 2017

LESSOR:

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

Peachtree City, Georgia
151 Willowbend Road
Peachtree City, Georgia 30269
Attention: Finance Director

By: _____

Name: _____

Title: _____

By: _____

Name: Vanessa Fleisch

Title: Mayor

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 A

<u>Vendor</u>	<u>Description</u>	<u>VIN/Serial Number</u>	<u>Amount</u>
<u>Information Technology - Additional Backup Storage</u>			
IBM Direct	HARDWARE		\$ 86,600.15
	V5000 SFF EXPANSION	78C5337	
	0.6M SAS CABLE MSAS HD (2)	000ACTA	
	600GB 15K 2.5 INCH HDD (18)	000AC52	
	POWER CORD PDU		
	CONNECTION	9730	
	2TB 7.2K 2.5 INCH NL HDD (16)	000AC71	
	SOFTWARE		\$ 17,388.00
	STORWIZE V5000 EXTER VIRT V7	00VWA1E	
	STORWIZE V5000 EXTER VIRT V7	00VWA1B	
	STORWIZE V5000 EXTER VIRT V7	00VWA1C	
	STORWIZE V5000 EXTER VIRT V7	00VWA1D	
	STORWIZE V5000 EXTER VIRT V7	00VWA1A	
	STORWIZE V5000 EXTER VIRT V7	00VWA1K	
	INSTALLATION SERVICES FOR IBM STORAGE		\$ 9,200.00
			\$ 9,200.00
	V5K EXPANSION		\$ 4,200.00
<u>Information Technology - Server and Network Hardware Upgrades</u>			
CPAK Technology Solutions	Servers (2 @ \$9222.60)	FCH2111V0P3 / FCH2111V0PA	\$ 18,445.20
	Smartnet 8x8B+NBD C220M4S Adv2w/2xE52650 (2@\$297.9)		\$ 595.80
	16GB DDR4-2400-MHz RDIMM/PC4-19200/single rank/x4/1.2v (16@ \$245.10)		\$ 3,921.60
	32GB SD Card for UCS servers (@ \$92.34		\$ 369.36
	Installation for Cisco UCS C220s		\$ 3,500.00
CPAK Technology Solutions	Microsoft exchange Licenses		\$ 22,498.80
CPAK Technology Solutions	Installation		\$ 20,000.00
	Microsoft Office Upgrade		
CDW Government	MS SLD+ Office STD 2016 APP (300 @ \$248.31)		\$ 74,493.00
	MS SLD+ Office Pro Plus 2016 APP (30 @ \$337.16)		\$ 10,114.80
CPAK Technology Solutions	Installation		\$ 2,125.00

CPAK Technology Solutions	Installation		\$	3,000.00
CPAK Technology Solutions	Installation	Microsoft and		
CPAK Technology Solutions	Teamviewer		\$	5,000.00
CPAK Technology Solutions	Installation		\$	1,000.00
CPAK Technology Solutions	Installation		\$	1,625.00
CPAK Technology Solutions	Installation		\$	3,000.00
CPAK Technology Solutions	Installation		\$	3,500.00
CPAK Technology Solutions	Installation		\$	3,500.00
	Adobe Acrobat Upgrade			
	ADOBE ACROBAT STADARD			
CPAK Technology Solutions	DC LICENCE (65 @ \$256)		\$	16,640.00
	ADOBE ACROBAT PRO DC 2015			
CPAK Technology Solutions	MAC WIN+ LICENCE (6 @ \$396)		\$	2,376.00
	ADOBE ACROBAT PRO DC 2015			
CPAK Technology Solutions	GOV LICENSE (5 @ \$392.01)		\$	1,960.05
	Adobe Creative Cloud all apps -			
CPAK Technology Solutions	team licensing (3 @ \$2510)		\$	7,530.00
	Adobe A00 Gov't LiveCycle			
CPAK Technology Solutions	Designer License		\$	258.40
TeamViewer	TeamViewer Update from 10 to 12		\$	1,819.00
	Microsoft Visio 2016 Professional			
CPAK Technology Solutions	License (10 @ \$365.46)		\$	3,654.60
CPAK Technology Solutions	Installation, Identity Service Engine		\$	10,000.00
	Cisco Identity Services Engine			
CPAK Technology Solutions	Migration VM/Upgrade/License		\$	5,296.70
CPAK Technology Solutions	Installation		\$	6,000.00
	Intrusion Prevention System			
CPAK Technology Solutions	Cisco Firepower 7120	JMX2120L18G	\$	39,744.50
CPAK Technology Solutions	Installation		\$	5,000.00
	Citywide WIFI Upgrade			
	Cisco 5520 Wireless			
	Controller/License/Power			
CPAK Technology Solutions	cords/cables		\$	19,759.35
CPAK Technology Solutions	Installation		\$	14,000.00
	Cisco Catalyst 3650 48 Port PoE			
CPAK Technology Solutions	4x10G Uplink/power supply		\$	7,754.90
	Eaton ePDU G3 Managed - power			
CPAK Technology Solutions	distrution unit - 5.76 kW		\$	1,979.16
	Cisco Aironet 2702I IEEE802.11ac			
CPAK Technology Solutions	Gbit/s Wireless Access Point		\$	4,270.50

Information Technology - Security Cameras and Access Controls

	Library Camera Project			
CPAK Technology Solutions	License/cameras/cables/Installation		\$	15,500.00
CPAK Technology Solutions	Door Controller Project Equipment		\$	16,500.00

Police - Patrol vehicle replacements

Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT8HGC24526	\$	29,604.00
Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT2HGC24523	\$	29,604.00

Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT4HGC24524	\$ 29,604.00
Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT6HGC24525	\$ 29,604.00
TransComm Services	Labor for installation of new accessories into 4 Police Cars		\$ 7,200.00
Motorola	APX8500 (4 @ \$5462.75		\$ 21,851.00
Coban Technologies, Inc.	Edge in Car System/plate/crash sensor/microphone wireless & receiver/backseat camera/DVMS Solution		
	License/Shipping (2 @ \$5596)		\$ 11,192.00
Coban Technologies, Inc.	A Edge Interceptor Sedan/SUV Overhead		\$ 215.00
West Chatham Warning Devices	AMPS to VESA devices adapter plate		\$ 67.04
TransComm Services	Equipment Package/ Streamlight SL-20LP DC NIMH (4@ \$13,521.10)		\$ 54,084.40
144th Marketing Group LLC	Graphic Design (4@ \$425)		\$ 1,700.00

Police - Motorcycle replacement

Southern Motorcycles	2017 Harley Davidson FLHTP	1HD1FMC18HB643340	\$ 12,899.17
144th Marketing Group LLC	Graphic Design: Motorcycle graphics in reflective		\$ 239.95
West Chatham Warning Devices	Lights/sirens/equipment		\$ 7,617.70

Fire - Training staff vehicle replacement

Allan Vigil Ford	2017 Ford F-250 Crew Cab - short bed	1FT7W2A67HEC32539	\$ 32,416.00
Transcomm Services	Impress Vehicle Adapter kit/Trunion kit/Antenna/Mic/Installation		\$ 1,453.00
144th Marketing Group LLC	Graphics/Siren/Lights		\$ 3,770.00

Public Works - Ford F-250 XLT - Diesel Truck

Allan Vigil Ford	2017 Ford F-250 Reg Cab	1FTBF2ATOHEC25609	\$ 32,114.50
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Public Works - Zero Turn Mowers

Wade Tractor & Equipment	Badboy Outlaw - 72"	BX72FX85001161015	\$ 7,895.16
	Badboy Outlaw - 72"	BX72FX85002161007	\$ 7,895.16
	Badboy Outlaw - 61"	BX61FX85008161049	\$ 7,475.16

Administration - Issuance Cost

Raymond James	Placement Agent Fee		\$ 20,000.00
Murray Barnes Finister LLP	Legal Counsel for Master Lease Agreement		\$ 20,000.00

EXHIBIT B

RENTAL PAYMENT SCHEDULE

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 2.0062%	Principal Portion	Outstanding Balance	Prepayment Price
0	12/8/2017	-	-	-	851,821.11	
1	3/30/2018	44,924.28	5,316.65	39,607.63	812,213.48	N/A
2	6/30/2018	44,924.28	4,073.65	40,850.63	771,362.85	N/A
3	9/30/2018	44,924.28	3,868.77	41,055.51	730,307.34	N/A
4	12/30/2018	44,924.28	3,662.85	41,261.43	689,045.91	N/A
5	3/30/2019	44,924.28	3,455.91	41,468.37	647,577.53	N/A
6	6/30/2019	44,924.28	3,247.92	41,676.36	605,901.18	N/A
7	9/30/2019	44,924.28	3,038.89	41,885.39	564,015.79	N/A
8	12/30/2019	44,924.28	2,828.82	42,095.46	521,920.33	N/A
9	3/30/2020	44,924.28	2,617.69	42,306.59	479,613.74	N/A
10	6/30/2020	44,924.28	2,405.50	42,518.78	437,094.96	N/A
11	9/30/2020	44,924.28	2,192.25	42,732.03	394,362.93	394,362.93
12	12/30/2020	44,924.28	1,977.93	42,946.35	351,416.57	351,416.57
13	3/30/2021	44,924.28	1,762.53	43,161.75	308,254.82	308,254.82
14	6/30/2021	44,924.28	1,546.05	43,378.23	264,876.59	264,876.59
15	9/30/2021	44,924.28	1,328.49	43,595.79	221,280.80	221,280.80
16	12/30/2021	44,924.28	1,109.83	43,814.45	177,466.35	177,466.35
17	3/30/2022	44,924.28	890.08	44,034.20	133,432.15	133,432.15
18	6/30/2022	44,924.28	669.23	44,255.05	89,177.10	89,177.10
19	9/30/2022	44,924.28	447.27	44,477.01	44,700.09	44,700.09
20	12/30/2022	44,924.28	224.19	44,700.09	0.00	0.00
TOTAL		898,485.60	46,664.49	851,821.11		

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement (the "Master Equipment Lease"), dated as of January 12, 2017, between Banc of America Public Capital Corp, as Lessor, and Peachtree City, Georgia, as Lessee

1. *Defined Terms. Defined Terms; Lease; Bank of America, National Association as Lessor.* Unless otherwise defined herein, all terms used herein have the meanings ascribed to them in the above-referenced Agreement. This Schedule constitutes a "Lease" for all purposes under the Agreement, and is by and between the Lessee and Bank of America, National Association, a national banking association (the "*Lessor*"), an affiliate of Banc of America Public Capital Corp ("*BAPCC*"). For all purposes under or with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "*Lessor*" contained herein and in the Agreement shall be deemed to be a reference to Bank of America, National Association, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to 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. See attached Exhibit A.

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 adopted by the governing body of the Lessee approved on January 5, 2017; (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 \$851,821.11.

7. *Lease Term.* The Lease Term shall consist of the Original Term and 5 consecutive Renewal Terms, with the final Renewal Term ending on December 30, 2022, 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 September 30, 2020.

9. *Contract Rate; Taxable Rate.* The Contract Rate for this Schedule is 2.0062% per annum. The Taxable Rate for this Schedule is 3.0187% 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, Georgia
151 Willowbend Road
Peachtree City, GA 30269 |
| (b) | <i>Lienholder:</i> | Bank of America, National Association
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.

Dated: December 8, 2017

LESSOR:

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, California 94104
Attention: Contract Administration

LESSEE:

Peachtree City, Georgia
151 Willowbend Road
Peachtree City, Georgia 30269
Attention: Finance Director

By: _____

Name: _____

Title: _____

By: _____

Name: Vanessa Fleisch

Title: Mayor

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 A

<u>Vendor</u>	<u>Description</u>	<u>VIN/Serial Number</u>	<u>Amount</u>
<u>Information Technology - Additional Backup Storage</u>			
IBM Direct	HARDWARE		\$ 86,600.15
	V5000 SFF EXPANSION	78C5337	
	0.6M SAS CABLE MSAS HD (2)	000ACTA	
	600GB 15K 2.5 INCH HDD (18)	000AC52	
	POWER CORD PDU		
	CONNECTION	9730	
	2TB 7.2K 2.5 INCH NL HDD (16)	000AC71	
	SOFTWARE		\$ 17,388.00
	STORWIZE V5000 EXTER VIRT V7	00VWA1E	
	STORWIZE V5000 EXTER VIRT V7	00VWA1B	
	STORWIZE V5000 EXTER VIRT V7	00VWA1C	
	STORWIZE V5000 EXTER VIRT V7	00VWA1D	
	STORWIZE V5000 EXTER VIRT V7	00VWA1A	
	STORWIZE V5000 EXTER VIRT V7	00VWA1K	
	INSTALLATION SERVICES FOR IBM STORAGE		\$ 9,200.00
			\$ 9,200.00
	V5K EXPANSION		\$ 4,200.00
<u>Information Technology - Server and Network Hardware Upgrades</u>			
CPAK Technology Solutions	Servers (2 @ \$9222.60)	FCH2111V0P3 / FCH2111V0PA	\$ 18,445.20
	Smartnet 8x8B+NBD C220M4S Adv2w/2xE52650 (2@\$297.9)		\$ 595.80
	16GB DDR4-2400-MHz RDIMM/PC4-19200/single rank/x4/1.2v (16@ \$245.10)		\$ 3,921.60
	32GB SD Card for UCS servers (@ \$92.34		\$ 369.36
	Installation for Cisco UCS C220s		\$ 3,500.00
CPAK Technology Solutions	Microsoft exchange Licenses		\$ 22,498.80
CPAK Technology Solutions	Installation		\$ 20,000.00
	Microsoft Office Upgrade		
CDW Government	MS SLD+ Office STD 2016 APP (300 @ \$248.31)		\$ 74,493.00
	MS SLD+ Office Pro Plus 2016 APP (30 @ \$337.16)		\$ 10,114.80
CPAK Technology Solutions	Installation		\$ 2,125.00

CPAK Technology Solutions	Installation			\$	3,000.00
CPAK Technology Solutions	Installation	Microsoft	and		
CPAK Technology Solutions	Teamviewer			\$	5,000.00
CPAK Technology Solutions	Installation			\$	1,000.00
CPAK Technology Solutions	Installation			\$	1,625.00
CPAK Technology Solutions	Installation			\$	3,000.00
CPAK Technology Solutions	Installation			\$	3,500.00
CPAK Technology Solutions	Installation			\$	3,500.00
	Adobe Acrobat Upgrade				
	ADOBE ACROBAT STADARD				
CPAK Technology Solutions	DC LICENCE (65 @ \$256)			\$	16,640.00
	ADOBE ACROBAT PRO DC 2015				
CPAK Technology Solutions	MAC WIN+ LICENCE (6 @ \$396)			\$	2,376.00
	ADOBE ACROBAT PRO DC 2015				
CPAK Technology Solutions	GOV LICENSE (5@ \$392.01)			\$	1,960.05
	Adobe Creative Cloud all apps -				
CPAK Technology Solutions	team licensing (3@ \$2510)			\$	7,530.00
	Adobe A00 Gov't LiveCycle				
CPAK Technology Solutions	Designer License			\$	258.40
TeamViewer	TeamViewer Update from 10 to 12			\$	1,819.00
	Microsoft Visio 2016 Professional				
CPAK Technology Solutions	License (10@ \$365.46)			\$	3,654.60
CPAK Technology Solutions	Installation, Identity Service Engine			\$	10,000.00
	Cisco Identity Services Engine				
CPAK Technology Solutions	Migration VM/Upgrade/License			\$	5,296.70
CPAK Technology Solutions	Installation			\$	6,000.00
	Intrusion Prevention System				
CPAK Technology Solutions	Cisco Firepower 7120	JMX2120L18G		\$	39,744.50
CPAK Technology Solutions	Installation			\$	5,000.00
	Citywide WIFI Upgrade				
	Cisco 5520 Wireless				
	Controller/License/Power				
CPAK Technology Solutions	cords/cables			\$	19,759.35
CPAK Technology Solutions	Installation			\$	14,000.00
	Cisco Catalyst 3650 48 Port PoE				
CPAK Technology Solutions	4x10G Uplink/power supply			\$	7,754.90
	Eaton ePDU G3 Managed - power				
CPAK Technology Solutions	distrution unit - 5.76 kW			\$	1,979.16
	Cisco Aironet 2702I IEEE802.11ac				
CPAK Technology Solutions	Gbit/s Wireless Access Point			\$	4,270.50

Information Technology - Security Cameras and Access Controls

	Library Camera Project				
CPAK Technology Solutions	License/cameras/cables/Installation			\$	15,500.00
CPAK Technology Solutions	Door Controller Project Equipment			\$	16,500.00

Police - Patrol vehicle replacements

Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT8HGC24526	\$	29,604.00
Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT2HGC24523	\$	29,604.00

Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT4HGC24524	\$ 29,604.00
Allan Vigil Ford	2017 Ford Interceptor	1FM5K8AT6HGC24525	\$ 29,604.00
TransComm Services	Labor for installation of new accessories into 4 Police Cars		\$ 7,200.00
Motorola	APX8500 (4 @ \$5462.75		\$ 21,851.00
Coban Technologies, Inc.	Edge in Car System/plate/crash sensor/microphone wireless & receiver/backseat camera/DVMS Solution		
	License/Shipping (2 @ \$5596)		\$ 11,192.00
Coban Technologies, Inc.	A Edge Interceptor Sedan/SUV Overhead		\$ 215.00
West Chatham Warning Devices	AMPS to VESA devices adapter plate		\$ 67.04
TransComm Services	Equipment Package/ Streamlight SL-20LP DC NIMH (4@ \$13,521.10)		\$ 54,084.40
144th Marketing Group LLC	Graphic Design (4@ \$425)		\$ 1,700.00

Police - Motorcycle replacement

Southern Motorcycles	2017 Harley Davidson FLHTP	1HD1FMC18HB643340	\$ 12,899.17
144th Marketing Group LLC	Graphic Design: Motorcycle graphics in reflective		\$ 239.95
West Chatham Warning Devices	Lights/sirens/equipment		\$ 7,617.70

Fire - Training staff vehicle replacement

Allan Vigil Ford	2017 Ford F-250 Crew Cab - short bed	1FT7W2A67HEC32539	\$ 32,416.00
Transcomm Services	Impress Vehicle Adapter kit/Trunion kit/Antenna/Mic/Installation		\$ 1,453.00
144th Marketing Group LLC	Graphics/Siren/Lights		\$ 3,770.00

Public Works - Ford F-250 XLT - Diesel Truck

Allan Vigil Ford	2017 Ford F-250 Reg Cab	1FTBF2ATOHEC25609	\$ 32,114.50
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Public Works - Zero Turn Mowers

Wade Tractor & Equipment	Badboy Outlaw - 72"	BX72FX85001161015	\$ 7,895.16
	Badboy Outlaw - 72"	BX72FX85002161007	\$ 7,895.16
	Badboy Outlaw - 61"	BX61FX85008161049	\$ 7,475.16

Administration - Issuance Cost

Raymond James	Placement Agent Fee		\$ 20,000.00
Murray Barnes Finister LLP	Legal Counsel for Master Lease Agreement		\$ 20,000.00

EXHIBIT B**RENTAL PAYMENT SCHEDULE**

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 2.0062 %	Principal Portion	Outstanding Balance	Prepayment Price
0	12/8/2017	-	-	-	851,821.11	
1	3/30/2018	44,924.28	5,316.65	39,607.63	812,213.48	N/A
2	6/30/2018	44,924.28	4,073.65	40,850.63	771,362.85	N/A
3	9/30/2018	44,924.28	3,868.77	41,055.51	730,307.34	N/A
4	12/30/2018	44,924.28	3,662.85	41,261.43	689,045.91	N/A
5	3/30/2019	44,924.28	3,455.91	41,468.37	647,577.53	N/A
6	6/30/2019	44,924.28	3,247.92	41,676.36	605,901.18	N/A
7	9/30/2019	44,924.28	3,038.89	41,885.39	564,015.79	N/A
8	12/30/2019	44,924.28	2,828.82	42,095.46	521,920.33	N/A
9	3/30/2020	44,924.28	2,617.69	42,306.59	479,613.74	N/A
10	6/30/2020	44,924.28	2,405.50	42,518.78	437,094.96	N/A
11	9/30/2020	44,924.28	2,192.25	42,732.03	394,362.93	394,362.93
12	12/30/2020	44,924.28	1,977.93	42,946.35	351,416.57	351,416.57
13	3/30/2021	44,924.28	1,762.53	43,161.75	308,254.82	308,254.82
14	6/30/2021	44,924.28	1,546.05	43,378.23	264,876.59	264,876.59
15	9/30/2021	44,924.28	1,328.49	43,595.79	221,280.80	221,280.80
16	12/30/2021	44,924.28	1,109.83	43,814.45	177,466.35	177,466.35
17	3/30/2022	44,924.28	890.08	44,034.20	133,432.15	133,432.15
18	6/30/2022	44,924.28	669.23	44,255.05	89,177.10	89,177.10
19	9/30/2022	44,924.28	447.27	44,477.01	44,700.09	44,700.09
20	12/30/2022	44,924.28	224.19	44,700.09	0.00	0.00
TOTAL		898,485.60	46,664.49	851,821.11		

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly appointed and acting Secretary/Clerk 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 Bank of America, National Association ("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
Vanessa Fleisch	Mayor	_____
Kim Learnard	Council Member	_____
Terry Ernst	Council Member	_____
Mike King	Council Member	_____
Phil Prebor	Council Member	_____

Dated: _____

By: _____

Name: Betsy Tyler

Title: City Clerk

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

INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly appointed and acting Secretary/Clerk 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 Bank of America, National Association ("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
Vanessa Fleisch	Mayor	_____
Kim Learnard	Council Member	_____
Terry Ernst	Council Member	_____
Mike King	Council Member	_____
Phil Prebor	Council Member	_____

Dated: _____

By: _____

Name: Betsy Tyler

Title: City Clerk

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

FINAL ACCEPTANCE CERTIFICATE

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 1, dated December 8, 2017, by and between Bank of America, National Association, as Lessor, and Peachtree City, Georgia, as Lessee, incorporating the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, by and between Banc of America Public Capital Corp 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: December 8, 2017

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____

Name: Vanessa Fleisch

Title: Mayor

FINAL ACCEPTANCE CERTIFICATE

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 1, dated December 8, 2017, by and between Bank of America, National Association, as Lessor, and Peachtree City, Georgia, as Lessee, incorporating the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, by and between Banc of America Public Capital Corp 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: December 8, 2017

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____

Name: Vanessa Fleisch

Title: Mayor

BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of Peachtree City, Georgia (the "Lessee") certifies in connection with Schedule of Property No. 1, dated December 8, 2017, by and between Bank of America, National Association, as Lessor, and Peachtree City, Georgia, as Lessee, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, by and between Banc of America Public Capital Corp and Lessee (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), 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: December 8, 2017

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____
Name: Vanessa Fleisch
Title: Mayor

BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of Peachtree City, Georgia (the "Lessee") certifies in connection with Schedule of Property No. 1, dated December 8, 2017, by and between Bank of America, National Association, as Lessor, and Peachtree City, Georgia, as Lessee, which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, by and between Banc of America Pubic Capital Corp and Lessee (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), 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: December 8, 2017

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____
Name: Vanessa Fleisch
Title: Mayor

EXHIBIT D-2

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

Bank of America, National Association
555 California Street, 4th Floor
San Francisco, California 94104

Ted is
bringing.
Signed copies
on his letter-
head to meeting

Re: Schedule of Property No. 1, dated December 8, 2017, by and between Bank of America, National Association, as Lessor, and Peachtree City, Georgia, as Lessee, incorporating the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, by and between Banc of America Public Capital Corp 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 Banc of America Public Capital Corp 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 Schedule of Property No. 1, dated as of December 8, 2017, by and between Bank of America, National Association ("Lessor") and Lessee 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: Theodore P. Meeker, III
Firm: Sumner Meeker
Address: 14 East Broad Street, Newnan, GA 30263
Telephone No.: 770-251-1750

Signature: _____
Dated: _____