City Council of Peachtree City
Agenda
October 6, 2011
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation for MHS Athletic Hall of Fame Day

IV. **Citizen Comment**

V. **Agenda Changes**

VI. **Minutes**
September 15, 2011, Regular Meeting Minutes

VII. **Consent Agenda**
1. Consider Renewal of Insurance Brokerage Services Agreement
Recommendation to approve agreement with McGriff, Seibels & Williams for amount not to exceed $47,500 per year with three optional one-year renewals
2. Consider Revised Agreement with Keep Peachtree City Beautiful
To consolidate multiple agreements into one document & redefine administrative responsibilities

VIII. **Old Agenda Items**
09-11-03 **Consider Request to Change Street Name (Cooper Circle to SANY Boulevard)**

IX. **New Agenda Items**
10-11-01 **Adopt Bond Resolution & Execute Bond Purchase Agreement**
Pertains to refinancing of 2004 GO bond
10-11-02 **Adopt Final Terms of Intergovernmental Agreement & Execute Public Facilities Authority Bond Purchase Agreement**
Pertains to Series 2011 City-wide capital improvements & refinancing of existing debts
10-11-03 **Consider Continuation of Moratorium on Pain Management Clinics**
Continuation of moratorium on "pill mill" establishments until State legislation passes
10-11-04 **Consider Bid – Roof – Public Works and Station 82**
10-11-05 **Consider Planning Intern & Amendment to FY12 Budget**
Pertains to staff request for a part-time Planning Intern to assist with department projects
10-11-06 **Consider Administrative Assistant (HR/PIO) & Amendment to FY12 Budget**
Pertains to staff request for an additional position in the FY 2012 Budget to assist both the Human Resources and Public Information Departments
10-11-07 **Consider Ordinance Amendment – Recreation & Special Events Advisory Board**
Ordinance amendment to reflect change from Leisure Services Commission to Recreation & Special Events Advisory Board
10-11-08 **Consider By-Laws – Recreation & Special Events Advisory Board**
By-Laws for the new Recreation & Special Events Advisory Board

X. **Council/Staff Topics**
Hot Topics Update

XI. **Executive Session**

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

City Council of Peachtree City
Meeting Minutes
September 15, 2011

The Mayor and Council of the City of Peachtree City met on Thursday, September 15, 2011, in City Hall Council Chambers. Mayor Haddix called the meeting to order at 7:00 p.m. Council Members attending were: Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition
Police Chief H.C. "Skip" Clark presented Michelle Lewis with the Georgia Department of Public Safety's Saved by the Belt Award. Mayor Haddix recognized Becky Kimble of the Recreation Department as Employee of the Month. John Reeves of the Fayette County Certified Literate Community Program committee gave a presentation on the program. City Manager Jim Pennington announced Administrative Services Director Nikki Vrana was leaving the City and introduced Ellece Brown as the Interim Administrative Services Director and Jill Prouty as the Interim Community Services Director.

Minutes
September 1, 2011, Regular Meeting
Learnard moved to approve the September 1, 2011, regular meeting minutes as written. Fleisch seconded. The motion carried unanimously.

Monthly Reports
Imker noted the donations to the City for August, including $500 from Leonard and Lucy Thomas and $10,000 from the Rotary Club of Peachtree City for the Historic Timeline, $75 from Arline Cuebas for the Community Emergency Response Team (CERT), and $5,456.75 from the Kiwanis Club of Peachtree City for the Drug Abuse Resistance Education (DARE) program.

Consent Agenda
1. Consider Alcohol License – NEW – Saville Studios, 104B Huddleston Road
2. Consider Appointments to Planning Commission – Aaron Daily, Robert Napoli
Haddix noted there was a revised memo for Consent Agenda #2 on the dais.

Learnard moved to approve Consent Agenda items 1 and 2. Fleisch seconded. The motion carried unanimously.

Old Agenda Items
09-11-01 Consider Request to Change Street Name (Cooper Circle to SANY Boulevard)
City Manager Jim Pennington asked Council to continue the agenda item indefinitely as staff was looking into several issues that needed to be resolved.

Sturbaum moved to continue the agenda item 09-11-02 Consider Request to Change Street Name (Cooper Circle to SANY Boulevard) indefinitely. Learnard seconded. The motion carried unanimously.

New Agenda Items
09-11-08 Consider Amendment to Youthful Offender Ordinance
City Solicitor Marcia Moran addressed Council. She said the purpose of the amendments, including changing the name to Pre-Trial Intervention Program, was to allow for a more inclusive program with regard to participants and offenses. Moran said the program was currently limited to people under the age of 21, and the court was finding that the number of mature first-time offenders was

increasing due to the current economy. Participation in a Pre-Trial Intervention Program would prevent such offenses from becoming part of criminal histories.

Learnard asked how individuals could expunge the offenses from their records. Moran explained that there were a host of conditions that had to be followed before steps could be taken to expunge a record, including entering a guilty plea, paying the fine, and possibly community service. After those steps were completed, the individual could complete the application to expunge the offenses.

Sturbaum clarified that the program was more of a pre-trial diversion program. Moran said that was correct.

Fleisch asked how many people would be involved. Moran noted that there had been 62 shoplifting cases in 2009 and 68 cases in 2010. By the end of 2011, there would be far more. Moran noted a 52-year old woman had been arrested recently for shoplifting two energy drinks, adding that the woman would be eligible for the program.

Sturbaum moved to approve the amendment to the Youthful Offender Ordinance as stated. Imker seconded. The motion carried unanimously.

09-11-09 Consider Approval to Submit a Grant Application for GDEcD Tourism Product Development Grant

Peachtree City Convention & Visitors Bureau (CVB) Executive Director Nancy Price asked Council for approval to submit a grant application for a Georgia Department of Economic Development (GDEcD) Tourism Product Development Grant in the amount of $20,000. She added that the funds for the grant were part of the FY 2012 budget.

Sturbaum moved to approve the CVB's request to submit a grant application for a GDEcD tourism product development grant. Fleisch seconded. The motion carried unanimously.

09-11-10 Consider MOU for SR 54 West Landscape Enhancement Project

Planning and Zoning Administrator David Rast said the City had received notification of selection to receive federal funds in the amount of $168,000. The estimated cost of the project was $200,000, and the local match was $32,000. The first step in the process was to enter into the Memorandum of Understanding (MOU) with the Georgia Department of Transportation (DOT). The approval process for the plans would take two to three years. The design work would be done in-house and would be part of the City's matching funds. Rast said there would be landscaping along SR 54 West at some point. Staff would get the documents to DOT as quickly as possible.

Sturbaum moved to approve the MOU with DOT for the SR 54 West landscape enhancement project. Fleisch seconded. The motion carried unanimously.

09-11-11 Consider Bid for Library Elevator Tower – Wall Crack and Repair

City Engineer Dave Borkowski addressed Council regarding the elevator tower repair, asking that Council approve the bid from United Restoration & Repair for an amount not to exceed $49,500 for Alternate 1. He continued with a brief history of the project, noting that it was discovered there were no brick ties to the veneer to hold the walls up to the steel frame and no supports holding the larger blocks behind the physical wall to the steel frame when a crack appeared earlier in the year. Given the history of the Library's construction, staff had some destruction testing conducted to determine the state of the wall. There was no record of repairs or inspections during the 2005 renovation, when similar repairs were made to other walls.

Borkowski said there were nine bidders, and United Restoration and Preservation had the lowest bid of $49,500. Due to the wide spread in the bids, with the highest bid coming in at $131,000, Borkowski said staff had called the company to ensure they understood the scope. The company had worked on three similar projects with the same type scope, so the company understood what was needed.

Learnard asked Borkowski how the decision would be made regarding the primer on the exterior walls. Borkowski said there would be testing done to determine if the primer was needed for the waterproofing. Staff hoped the Library would be like City Hall and would not need the primer, which would save some money (the cost without the primer was $47,000-Alternate 2).

Fleisch asked who would monitor the construction. Borkowski said he would watch the construction along with SAFEBUILT, the City's contractor for building department services. Fleisch asked how quickly the work would be done. Borkowski said the construction should be done within 30 days, and the City would not have to worry about the upcoming elections because the polling place had been moved to another area of the Library.

Imker asked about the understanding of the scope of the $131,000 bid and why it was so much higher. Borkowski said he had not looked at the high bidder, but had concentrated on the low bidder to ensure they understood. Imker asked if there was a guarantee or warranty on the work. Borkowski said there would be only the standard one-year warranty for construction. City Attorney Ted Meeker said anything that was not done in accordance with the contract was guaranteed for six years.

Haddix said he had seen this pattern over and over with the poor construction of City facilities. He asked what was being done to keep it from happening again. Borkowski said he had spoken with the Building Department about the same question, and in 1995, there were no specific instructions for inspections of masonry walls. Even today, there was no specific inspections called for, but a third party sign-off was required. Things were better than in 1995, but the reason it had happened was that no inspections had been required, not even by a third-party. He could not guarantee that nothing would go wrong.

Haddix said he was bothered by all the construction neglect, adding that type of construction would have been unacceptable in the 1960s and 1970s. He asked if the failure was in who the bids were given to; he was trying to grasp what had happened.

Meeker said it was also hard to determine what had happened after several years. Now, there was more oversight from staff and there was constant review and inspection of the sites by staff and the architects involved. They could not give any guarantees, but everything that could be done was being done.

Sturbaum noted that the Library was paramount to the community and Council needed to ensure it was safe. Sturbaum moved to approve the wall crack and repair of the Library elevator tower for an amount not to exceed $49,500. Fleisch seconded. The motion carried unanimously.

Council/Staff Topics

Pennington briefly discussed the reorganization in the Recreation Department, noting that staff was working diligently to keep the programs going and get the department running. He continued that all the issues that needed to be addressed had been mind-boggling. He hoped to have the staff attend the October 6 meeting. The team also included working in tandem with Public Works.

Pennington continued that the Library would close at 4:00 p.m. on Friday, September 30, due to the Promise Place Walk set-up activities. There would be a lot of people and truck traffic on and around the plaza so, for safety reasons, the library would close at 4:00 p.m.

Shakerag Arts and Crafts Festival would be held scheduled September 17-18. The hours were Saturday, 10:00 a.m. – 6:00 p.m., and Sunday, 12:00 – 5:00 p.m.

Pennington congratulated all involved in the Patriot Day concert held at the Amphitheater on September 11, adding that he hoped it would continue.

The 2011 Chevrolet Fireball Run teams would be at the Amphitheater on Tuesday, September 27, 5:30 – 7:30 p.m., and the public was invited to cheer them on as they crossed the finish line.

Pennington said he hoped staff would have the information available on a vehicle pilot program for the October 6 meeting. Staff had been working on matching vehicles to jobs, and approximately seven vehicles would be removed from the fleet because of improper size. He pointed out the City had five F-250 trucks, but only needed two for the jobs they were used for. The lease program would be a pilot.

Station 84 was on schedule for the November 13 completion date. Pennington said the work was going well, and the interior was moving rapidly; however, the City still did not have complete clearance from the Water & Sewer Authority on the sewer, but staff was working on it.

The contractor for the bubble at Kedron Fieldhouse was on-site on September 15, so demolition had begun.

Update – Alcohol Ordinance – Change in Serving Hours
Police Chief H.C. "Skip" Clark said there had been no significant change or effect crime-wise or for calls for service for the extended serving hours.

Vrana reported that the City Clerk's office had been busy and a number of ordinances had been identified that needed to be amended due to the reorganization. The changes were all straightforward and were housekeeping matters.

There being no further business, Learnard moved to enter Executive Session for personnel and pending or threatened litigation at 7:40 p.m. Fleisch seconded. The motion carried unanimously.

Sturbaum moved to reconvene into regular session at 8:05 p.m. Learnard seconded. The motion carried unanimously.

There being no further business, Sturbaum moved to adjourn the meeting. Learnard seconded. The motion carried unanimously. The meeting adjourned at 8:05 p.m.

Pamela Dufresne Deputy City Clerk	Don Haddix Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & City Council

VIA: Jim Pennington, City Manager

FROM: Ellece Brown, Interim Administrative Services Director
Paul Salvatore, Financial Services Director P.S.

DATE: September 14, 2011

SUBJECT: Renewal of Insurance Brokerage Services
October 6, 2011 Consent Agenda

Recommendation:

That Council approves the Brokerage Service Agreement with McGriff, Seibels, & Williams of Georgia, Inc. for the amount not to exceed $47,500 per year with three (3) optional one-year renewals.

Discussion:

Staff solicited proposals for agent/broker services to assist the City in evaluating options for the employee benefits plans in 2008. The broker services were awarded to McGriff, Seibels & Williams of Georgia, Inc. McGriff has proven to be a tremendous asset to the City in monitoring and evaluating the various insurance and wellness benefits that we offer to our employees. Through monthly analysis reports provided by McGriff staff is able to track our actual vs. budgeted expenses to consider mid-course corrections if appropriate. The semi-annual plan review that McGriff presents to staff and the level of detail and expertise that they provide to discover behind the scenes strategies to assist in keeping the cost of health care and benefits at an affordable level in this economy is extremely comprehensive and full of insight. The level of customer service that McGriff offers is outstanding, not only to HR and Financial Services staff, but also to employees directly when a claim has to be taken to their level. They are truly an advocate for the City of Peachtree City. Staff feels that McGriff is a proven partner in Peachtree City's professional services line-up.

At this time staff is requesting that the agreement that was approved in April 2008 be extended for one (1) additional year, with the option of three (3) one-year renewals. McGriff has agreed to lock in their fees at 2008 rate of $47,500 per year.

Budget Impact:

There will be no additional budget impact from this renewal.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.S.

DATE: **September 29, 2011**

SUBJECT: **Revised contract with Keep Peachtree City Beautiful**

October 6, 2011 City Council Meeting

Recommendation:
Approve the attached contract with Keep Peachtree City Beautiful.

Discussion:
The city currently has several separate agreements with Keep Peachtree City Beautiful, which have now all been consolidated into this single document. The separate contracts being consolidated include vehicle lease(s), lease for space at the city's Public Works facility, and operation of the city's recycling center. The contract also allows for more direct control by KPTCB over management of their budgeted funds, but also requires them to undergo an annual audit that will continue to be funded by the city. They will also be reported as a component unit on the city's financial statements. Operations of KPTCB will continue as usual.
The contract was drafted by the City Attorney and has been reviewed by both KPTCB and city staff, who will be available to answer any questions at the meeting.

Budgetary Impact:
N/A

STATE OF GEORGIA
FAYETTE COUNTY

AGREEMENT

THIS AGREEMENT, made and entered into this the _____ day of _____________, 2011, between KEEP PEACHTREE CITY BEAUTIFUL, INC., a nonprofit corporation organized under the laws of the State of Georgia, hereinafter referred to as "KPTCB" and the CITY OF PEACHTREE CITY, GEORGIA, hereinafter referred to as "City".

WITNESSETH

WHEREAS, KPTCB is a Peachtree City and Fayette County based nonprofit corporation which provides the City with litter prevention, waste reduction and beautification services; and

WHEREAS, since 2009 KPTCB has provided services to the City by operating the City's Recycling Center located at Georgia Highway 74 South and Rockaway Road and the recycling collection area located at 209 McIntosh Trail, Peachtree City, Georgia (hereinafter collectively referred to as the "Recycling Centers"); and

WHEREAS, the City has imposed a waste hauler fee on all companies which provide residential sanitation services in the City; and

WHEREAS, since 2009 the City has appropriated the waste hauler fees it collects to KPTCB and KPTCB has used such funds for its operations in providing litter prevention, waste reduction and beautification services, and public education; and

WHEREAS, KPTCB wishes to further enhance the services it provides to the City; and

WHEREAS, KPTCB has requested that it lease certain vehicles owned by the City and to lease certain office space, including the use of a computer in such office space, at the City's Public Works facility.

WHEREAS, the parties desire to further clarify their respective duties and obligations with respect to such appropriation of funds by the City; and

NOW, THEREFORE, in consideration of the mutual covenants provided herein, the City and KPTCB agree to enter into this Agreement to provide revenue to KPTCB to enable KPTCB to provide litter prevention, waste reduction and beautification, and educational services to the City, which, in turn, benefits all citizens of the City, it is hereby agreed as follows:

1.

TERM/RENEWAL TERMS

1.1 The Initial Term of this Agreement shall be as of the effective date of this Agreement (the "Commencement Date") and ending on the 31st day of December, 2011.

1.2 Pursuant to O.C.G.A. §36-60-13(a)(2), the term of this Agreement shall automatically renew for five (5) additional one-year terms (the Renewal Term(s)"), annually, unless notice of non-renewal is sent to the KPTCB from the City, as appropriate. Notices of non-renewal shall be sent no later than sixty (60) days prior to the end of the then-current term (initial or renewal term).

2.

LEASE OF PREMISES

2.1 City does hereby rent and lease to KPTCB property and facilities thereon designated as the Recycling Centers and an office and use of a computer and telephone at the property located 209 McIntosh Trail, Peachtree City, Georgia, as depicted on the diagram attached hereto as Exhibit "A," (hereinafter the "Premises"). KPTCB recognizes that only that portion of the property located at 209 McIntosh Trail, Peachtree City, Georgia on which recycling bins are located and one (1) room, identified as Room _____ on Exhibit "A," are to be used in furtherance of this Agreement, and that the remaining portion of said property is to be used by the City in connection with the operation of the City's Public Works Department.

2.2 KPTCB accepts Premises in their present condition and covenants that such Premises are suited for the use intended by KPTCB. City shall not be required to make any alterations or improvements to the Premises.

2.3 With respect to the recycling center located at Georgia Highway 74 South and Rockaway Road, the City will continue to contract with a third party for the disposal and mulching and moving of yard waste/debris, or the City shall perform such services, in whole or in part, itself. In addition, the City shall continue to provide the necessary personnel and equipment for the annual Spring Clean Up and Christmas Tree Chipping Event. The City shall also continue to provide a portable toilet at the Recycling Center.

2.4 The Premises will be leased by the City to KPTCB for no charge. Rather, such Premises are being leased to KPTCB in exchange for the services provided by KPTCB to the City and residents of the City and Fayette County.

2.5 Any user fees generated from the Premises, including but not limited to any fees paid to KPTCB for the recycling materials collected at the Premises, shall be retained by KPTCB and shall only by utilized by KPTCB to operate and maintain the Premises and in furtherance of the corporate purposes of KPTCB within the City of Peachtree City, Georgia. The City and KPTCB agree that any fees paid to the city for the cell tower located at the recycling center at Georgia Highway 74 South and Rockaway Road are not considered user fees, and shall remain the exclusive property of the City. Any user fees, including but not limited to entry fees for the Recycling Center, must be approved by the City Council before they can be imposed by KPTCB.

2.6 Premises shall be used for the collection and disposal of recycling materials, as well as all other purposes that City approves in writing. Premises shall not be used for any illegal purposes; nor in violation of any regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance, or increase the rate of insurance, on premises. KPTCB may grant licenses to third parties for temporary use of the Premises and facilities located thereon only for the purpose above-stated, and provided such parties are "responsible third parties". The term "responsible third parties" shall mean parties who: a) comply with all rules and regulations of state and local governing authorities; b) supply a certificate of insurance in accordance with the rules and regulations established for the operation of the Premises; and c) agree in writing to abide by the rules and regulations established for the operation of the Premises. Prior to authorizing third party use of the Premises, KPTCB will develop, and City shall approve, policies for the use and care of the Premises, including insurance requirements.

2.7 KPTCB shall maintain and repair the premises in the same condition as the Premises and facilities thereon are presently in. KPTCB shall make all necessary repairs to the Premises and any structure(s) located thereon; provided, however, that any repairs or capital improvements to the premises shall be approved by the City. KPTCB shall commit no act of waste and shall take good care of the Premises and the fixtures and appurtenances therein, and shall in the use and occupancy of the Premises, conform to all lawful orders, regulations, ordinances, and laws issued by any duly constituted governmental body or agency that governs the premises.

2.8 KPTCB shall be liable for and shall indemnify and hold City harmless with respect to damage or injury to the leased Premises, or the person or property of the KPTCB, or the person or property of KPTCB other sub-contractors or anyone in its control or hire. City shall not be responsible to KPTCB for any loss of property from the Premises hereby leased, however occurring or for any damages therefore, except if caused by City's sole negligence or willful misconduct.

2.9 KPTCB shall not install any capital improvements, as hereafter defined, without the written permission of the City. All capital improvements installed by the KPTCB shall be fixtures and appertain to the Premises. Title to all fixtures, including fixtures installed by KPTCB, shall be held by City. As used herein, "capital improvements" means any fixture installed on the Premises that costs KPTCB five thousand dollars ($5,000.00) or more and has a useful life of at least three (3) years.

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

2.11 City and/or its agents may enter the Premises to exhibit same to prospective purchasers or tenants and to perform other duties or actions as provided or authorized pursuant to this Agreement; to inspect Premises to see that KPTCB is complying with all his obligations hereunder; and to make repairs required of City under the terms hereof or repairs or modification to any adjoining space.

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

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

3.

APPROPRIATION OF FUNDS BY CITY

3.1 The City shall dedicate, expend and pay to KPTCB the waste hauler fees it receives from companies providing sanitation services within the city, which amount will be forwarded to KPTCB within thirty (30) days of any such fees being received by the City. Such funds will be paid by the City to KPTCB in addition to any user fees retained by KPTCB in accordance with Paragraph 2.5 of this Agreement.

3.2 KPTCB shall utilize the funds it receives from the City pursuant to this Agreement to provide litter prevention, waste reduction and beautification services, and public education services to residents of the City and for the benefit of the citizens of the City.

3.3 If this Agreement is deemed to be for the acquisition of any supplies, materials, equipment or other personal property, then title to such supplies, materials, equipment or other personal property shall remain in KPTCB until fully paid for by the City.

3.4 Audits. During the term of this Agreement, KPTCB will have an audit done as per the requirements of maintaining 501(c)(3) status and shall also submit the necessary Internal Revenue Service Form 990 on an annual basis. The costs for such audit will be paid for by the City, and KPTCB consents to being classified as a component unit of the City for auditing purposes.

3.5 Annual Budget. KPTCB shall submit its annual budget to the City Council of the City for approval. Such budget shall be submitted no later than September 1st of each year for approval, and must be approved by the City Council not later than October 15th of each year.

3.6 Monthly accounting. KPTCB shall submit monthly reports showing the total revenues and expenditures for each month, along with the necessary documentation to verify each deposit and expenditure made each month, to the City.

4.

VEHICLE LEASE(S)

4.1 During the term of this Agreement, City hereby leases to KPTCB the following vehicle(s):

<u>Make</u>: **<u>Model</u>:** **<u>Year</u>:** **<u>VIN</u>:**

The vehicle(s) specified in this Section 4.1 may be revised and amended without further action of the City Council. Vehicles may be added or deleted via written addendum to this Agreement which must be approved by KPTCB and the City Manager.

4.2 KPTCB will acquire license plates registered in its name for such vehicle(s) under the laws of the State of Georgia. KPTCB will maintain, or cause to be maintained, the vehicle(s) in good working condition. KPTCB will keep and maintain the vehicle(s) in good running order and will see that such vehicle (s) stays in good repair and is properly serviced at the expense of KPTCB. Nothing in this agreement shall require the City to provide or pay for, or cause to be provided or paid for, any maintenance, repair, gasoline, oil, antifreeze, washing or storage for the vehicle(s). KPTCB shall be responsible for the cost of any inspection(s) of the vehicle(s) as required by laws of the State of Georgia.

4.3 The vehicle(s) leased under this agreement will be used solely in connection with the operations of KPTCB and shall be operated in a careful manner and KPTCB will pay or cause to be paid any fines imposed by any governmental authority levied upon the vehicle(s) and/or its driver as the result of any act or omission during the term the vehicle(s) is leased under this agreement. KPTCB will not use or allow the vehicle(s) to be used for any personal use or illegal purpose and will reimburse the City if the vehicle(s) is confiscated and for expenses incurred as a result of any confiscation or attempted confiscation by any governmental authority whatsoever, whenever such confiscation and expenses, or either, is caused by the illegal use of such vehicle(s) while the vehicle(s) is leased under this agreement.

4.4 KPTCB will acquire, pay for, and maintain vehicle indemnity insurance, including public liability and property damage insurance, issued by a responsible company or companies, protecting the interests of both KPTCB and the City against liability for damage, personal injury or death caused by the vehicle or the operation of the vehicle(s) to the extent of not less than $1,000,000 per accident and not less than $1,000,000 per person; and the sum of $500,000 per accident against liability for damage to property caused by the operation of any vehicle leased under this agreement, and KPTCB agrees that the policy will include the City as a "named insured" and shall not be cancelled until after sixty (60) days written notice to the City of intention to cancel, and the KPTCB further agrees to furnish to the City prior, to the use or operation of any such vehicle, a certificate of such insurance. Should any claim be made or any action be commenced against the City arising from any of the causes covered by the insurance referred to in this Paragraph 4.4, the City will promptly notify KPTCB and KPTCB will conduct the defense of any such claim or action at KPTCB's expense, including all costs and attorneys' fees. In the event of the cancellation of any public liability and property damage insurance required under the terms of this Agreement, the use by KPTCB of the vehicle(s) shall cease until all such insurance so cancelled has been renewed or replaced.

4.5 Except as otherwise subsequently provided, upon the expiration of the term of this Agreement or its earlier termination for any reason, the vehicle(s) shall be returned by KPTCB to the City.

4.6 This Section 4 of the Agreement provides for the lease of a vehicle(s) by KPTCB, and KPTCB has acquired no right, title or interest in the vehicle(s), except the right to use the same pursuant to the provisions of this Lease.

4.7 KPTCB shall be authorized to use the facility located at 209 McIntosh Trail, Peachtree City, Georgia for secure parking and storage of any vehicle(s) leased under this Agreement, and to store other trailers and equipment owned or used by KPTCB.

5.

ADDITONAL SERVICES

(Reserved)

6.

DEFAULT/REMEDIES

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

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

6.1.2 KPTCB shall become insolvent or make a transfer in fraud of creditors;

6.1.3 KPTCB shall make an assignment for benefit of creditors;

6.1.4 A permanent receiver is appointed for a substantial part of the assets of KPTCB;

6.1.5 The leasehold interest is levied on under execution;

6.1.6 KPTCB should fail to comply with any term, provision, condition, or covenant of this Agreement, or fail to comply with any of City's Rules and Regulations now or later established for the government of this building, and shall not cure such failure within ten (10) days after written notice to the KPTCB of such failure to comply;

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

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

6.4 At termination of this Agreement, KPTCB shall surrender Premises and keys thereof of City in same condition as at commencement of term, reasonable natural wear and tear only expected.

7.

ASSIGNMENT/SUBLEASE

KPTCB shall not, without the City's prior written consent: (i) mortgage, pledge, encumber, assign, convey, or transfer (whether voluntarily, by operation of law, or otherwise) all or any interest in this Agreement, all or any interest in the Premises, and all or any interest in the vehicle(s) leased by KPTCB under this Agreement; (ii) allow any lien to attach to KPTCB's interest in the Premises, the vehicle(s), or this Agreement; (iii) permit the use or occupancy of the Premises of any part thereof or of the vehicle(s) by anyone other than KPTCB except for purposes stated herein; (iv) sub-lease or assign any part or all of the Premises, any interest in the vehicle(s), or any other rights granted to

KPTCB under this Agreement; or (v) any attempt to consummate any of the foregoing without the City's prior written consent shall be void.

8.

INDEMNIFICATION

KPTCB agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents, employees, contractors, invitees, licensees, sub-contractors, or assignees, including attorney's fees and costs of litigation. The provisions of this Agreement with respect to any claims or liability occurring or cause prior to any expiration or termination of this Agreement shall survive such expiration or termination. KPTCB hereby releases any and all claims against City for any loss of business or any other damage caused by any interruption of the service provided for here or otherwise.

9.
ATTORNEY'S FEES/EXPENSES

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

10.

ENTIRE AGREEMENT

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

11.

WAIVER

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

12.
TIME ESSENCE

Time is of the essence of this Lease Agreement.

13.
NO ESTATE

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

14.

SUBORDINATION

KPTCB agrees that this Lease shall be subject and subordinate to any bond indenture, loan deed or loan now on said Premises and all future loan or loan deed on said Premises and to all advances made, or which may be hereafter made, on account of said loan deeds or encumbrances to the full extent of all debts and charges secured thereby and to any renewals or extensions of all or any part and to any loan deeds which any owner of said Premises may hereafter at any time elect to place on said Premises, and KPTCB agrees upon request to hereafter execute any paper or papers which the counsel for City may deem necessary to accomplish that end and, in default of KPTCB so doing, that City is hereby empowered to execute such paper or papers in the name of KPTCB, and as the act and deed of KPTCB, and this authority is hereby declared to be coupled with an interest and not revocable, and it is further expressly agreed that City shall not be liable to KPTCB for breach of covenant or quiet enjoyment by reason of the foreclosure and/or sale of the demised Premises under any loan deed or mortgage now or hereafter affecting the demised Premises.

15.

UTILTIES

KPTCB shall be responsible for all other utilities consumed by KPTCB, and proper and lawful waste disposal. The City and KPTCB recognize that the amount of utilities used by KPTCB at 209 McIntosh Trail is difficult to ascertain; therefore, KPTCB agrees to pay the City the amount of $50.00 per month for the use of utilities at such location only. The City shall not be responsible for interruption of utility services.

16.

E-VERIFY/SAVE

As a contractor of the City, KPTCB shall comply with all applicable laws of the United States and the State of Georgia, including, but not limited to, all E-Verify and SAVE requirements.

17.

NOTICES

Whenever notice is required under the terms of this Lease, such notice shall be deemed given three (3) days from the mailing of said notice via U.S. Certified or Registered Mail, Return Receipt Requested, unless sooner received, addressed to the following:

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

If to KPTCB:
Keep Peachtree City Beautiful, Inc.
c/o Executive Director
209 McIntosh Trail
Peachtree City, Georgia 30269

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

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

CITY:

City of Peachtree City

____

By: ____________________________

Title: __________________________

Date: __________________________

KPTCB:

Keep Peachtree City Beautiful, Inc.

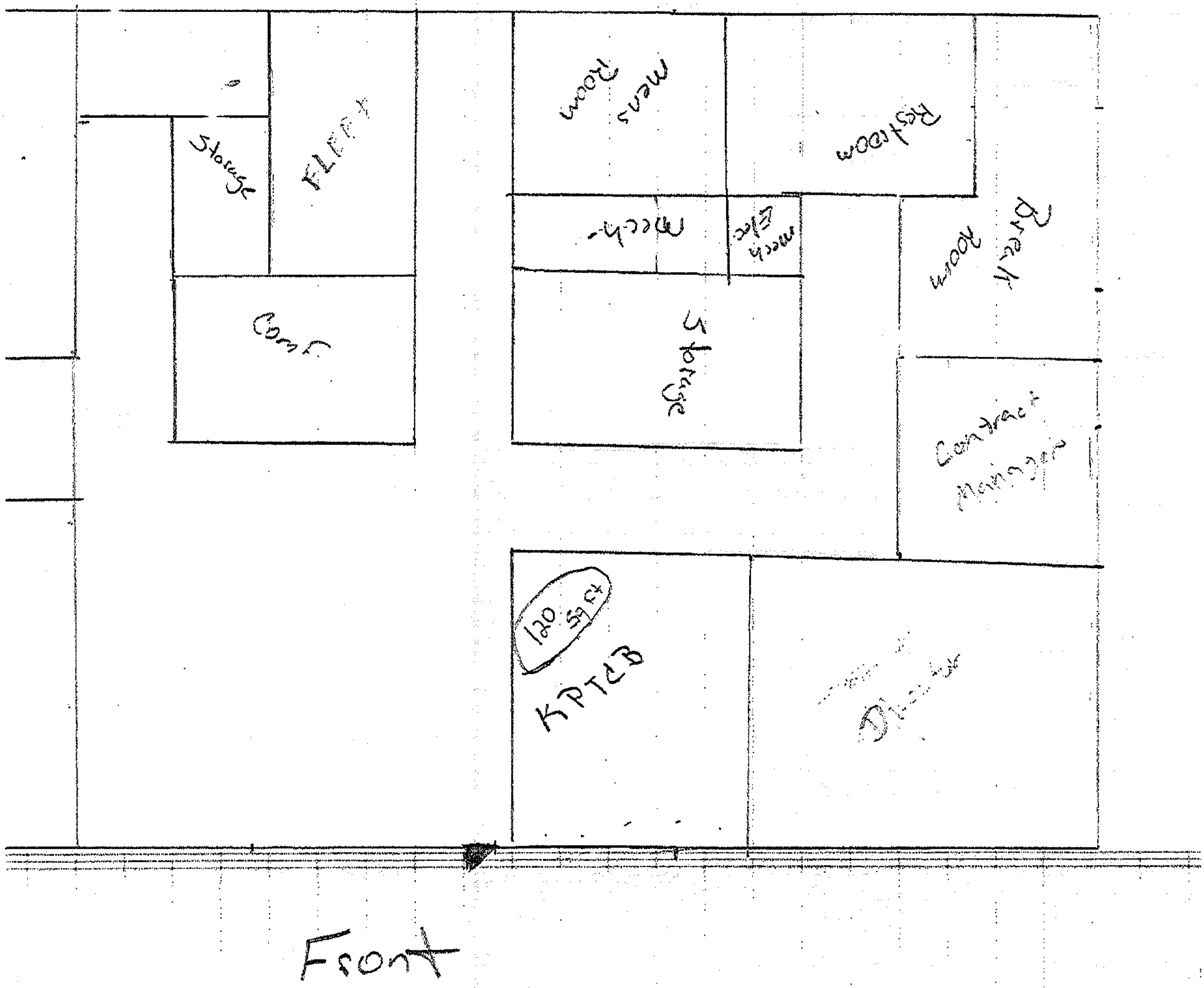
____

By: ____________________________

Title: __________________________

Date: __________________________

APPENDIX A



Storage
Mens Room
Restroom
mech-
mech Elec
Break Room
Conf.
Storage
Contract Manager
120 sqft
KPTCB
Director
Front

APPENDIX B

2003 Ford Crown Victoria 4S
VIN 2FAFP71W63X174412

1997 Ford F150 pickup
1FTDF1725VNC68663

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Interim Community Services Director

FROM: Planning and Zoning Administrator David

DATE: September 29, 2011

SUBJECT: Request to change the name of an existing public street (Cooper Circle) to SANY Boulevard
October 6, 2011 City Council Agenda

Recommendation

Staff is providing information to City Council related to our conversation with representatives from Storage Xxtra and is requesting that City Council decide whether or not to approve SANY America's request to rename Cooper Circle to SANY Boulevard. Should Council approve this request, we are also seeking Council authorization to work with representatives from Cooper Wiring to name an internal private drive on their property as Cooper Circle.

Existing conditions

There are two (2) public roads located to the north and south of the Cooper Industries complex on SR 74 South. The road to the north is platted as Cooper Loop Road and extends from SR 74 South to the employee and delivery entrance to the SANY America tract. Cooper Loop Road provides access to Sigvaris and E/M Corporation, as well as access to the employee parking area and shipping and receiving area for Cooper Lighting.

To complicate matters, GDOT signed this road as Cooper Circle following the completion of the SR 74 South road-widening project. Staff is working with GDOT to remove and replace these signs with the appropriate street name (Cooper Loop Road).

The road to the south of the Cooper Industries complex is platted as Cooper Circle and extends from SR 74 South to the main entrance of the SANY America tract. The SANY site was designed such that this road would provide access for visitors and dignitaries as they enter the SANY America complex from SR 74 South.

Cooper Circle serves as the primary entrance to the SANY America tract as well as the Storage Xxtra tract, which includes rental storage units as well as eighteen (18) office/ warehouse units housing individual businesses. Storage Xxtra and the individual businesses are addressed off of Cooper Circle.

Prior to the September 15 City Council meeting, the owners of Storage Xxtra sent an e-mail to City Staff indicating they were not in support of changing the street name due to the costs associated with changing marketing and advertising materials, stationary, websites, etc. Staff requested that discussion on this item be continued so we could meet with representatives from Storage Xxtra to determine what their issues were and if they would be amenable to approving the request to change the street name.

Staff met with representatives from Storage Xxtra and one of the businesses on September 21 to discuss their concerns. There is a desire on the part of the property owner for SANY to enter into a year lease with them for one of the vacant office/ warehouse units. There is also a desire for SANY to negotiate individually with each business owner located within the complex to determine all costs associated with changing marketing and advertising materials, stationary, websites, etc., including staff time to do this work. There was also a desire for SANY to enter into agreements with the individual businesses to use their products or services and to promote them to their employees. As the meeting continued, it became evident there was not going to be support unless SANY agreed to these items.

Ordinance requirements

As a part of the submittal requirements, Section 803(f)(6) of the Land Development Ordinance requires *"a written petition of the proposed change bearing the signatures of at least 51 percent of the property owners fronting on the street. The property owners who sign the petition must own at lease 51 percent of the linear street frontage on both sides of the street right-of-way."*

According to the Fayette County Tax Assessor's website, there are three property owners on Cooper Circle - the Fayette County Development Authority (Cooper Wiring/ Cooper Lighting tract), SANY America and Storage Xxtra. The Applicant has provided letters of support from SANY America and the Fayette County Development Authority, which account for 66% of the property owners along the street, along with letters of support from both Cooper Wiring and Cooper Lighting.

It should be noted that changing a street name is a discretionary act, and one City Council is not required to do simply because an Applicant obtains signatures from 51% of the property owners.

Budget impact:

There are no budget impacts associated with this request.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director P.S.

DATE: September 29, 2011

SUBJECT: Bond Resolution- Refinance Series 2004 Library G.O. Bond - Final

October 6, 2011 City Council Meeting

Recommendation:
Adopt the attached resolution for refinancing of the Series 2004 Library G.O. Bond.

Discussion:
At the August 18 City Council Meeting, Council adopted a resolution authorizing staff to move forward with this transaction. By adopting the attached final Bond Resolution, the city will, (a) approve all the terms of the Bonds, including the form of the Bonds and the final pricing terms of the Bonds, (b) approve the Bond Purchase Agreement, and (c) ratify the preparation and distribution of the Preliminary Official Statement (POS) and approve the preparation, distribution and execution of the final Official Statement (OS). These bonds have received a rating of AAA by Standard & Poors and Aa1 by Moodys Investor Service.

Budgetary Impact:
The current estimated present value savings on this transaction totals $72,747.56. Staff will report the actual savings at the October 6 City Council meeting, once the final results of the October 5 pricing of the bonds are known. Any savings will be reflected in the city's Bond millage rate over the remaining life of the bonds.

A RESOLUTION PROVIDING FOR: (1) THE ISSUANCE AND SALE OF PEACHTREE CITY GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011 IN THE AGGREGATE PRINCIPAL AMOUNT OF $___________; (2) THE NAMING OF AN AUTHENTICATING AGENT, BOND REGISTRAR AND PAYING AGENT FOR SAID BONDS; (3) THE ADOPTION OF A FORM TO WHICH SAID BONDS SHALL ADHERE; (4) THE PREPARATION OF A TAX DIGEST AND THE LEVY OF A TAX SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON SAID BONDS; (5) THE EXECUTION AND DELIVERY OF SAID BONDS; (6) THE EXECUTION, DELIVERY AND PERFORMANCE OF A BOND PURCHASE AGREEMENT; (7) THE EXECUTION AND DELIVERY OF THE OFFICIAL STATEMENT RELATING TO SAID BONDS; AND (8) FOR OTHER RELATED PURPOSES.

WHEREAS, Peachtree City, Georgia (the "City") issued $4,900,000 in principal amount of its General Obligation Library Bond, Series 2004 (the "Refunded Bond") on February 26, 2004, for the purpose of providing funds to pay or be applied toward the cost of acquiring, expanding, reconstructing, renovating, repairing, improving and installing its existing library and other facilities, equipment and property, both real and personal (including books and materials); and

WHEREAS, pursuant to Article IX, Section V, Paragraph III of the Constitution of the State of Georgia and O.C.G.A. Section 36-82-1(e), the City has the power to refund all or any part of its outstanding bonded indebtedness by the issuance of general obligation refunding bonds pursuant to a resolution adopted by the City without the necessity of conducting a referendum if certain conditions are satisfied; and

WHEREAS, the City has received a recommendation from Robert W. Baird & Co. (the "Underwriter") that because of present market conditions it is advisable, feasible and in the best interest of the City that the Refunded Bond be refunded at this time in order to effect a savings in the debt service requirements on the City's now outstanding bonded indebtedness, and the Mayor and City Council of the City (the "City Council") concurs with such recommendation; and

WHEREAS, the City Council proposes authorizing the issuance of its General Obligation Refunding Bonds, Series 2011 in the principal amount of $___________ (the "Series 2011 Bonds") for the foregoing purpose; and

WHEREAS, the conditions of O.C.G.A. Section 36-82-1 will be satisfied in that (i) the term of the Series 2011 Bonds shall not extend beyond the final maturity date of the Refunded Bond; (ii) the rates of interest borne by the Series 2011 Bonds shall not exceed the rate of interest borne by the Refunded Bond; (iii) the principal amount of the Series 2011 Bonds will only exceed the principal amount of the Refunded Bond to the extent necessary to effectuate the refunding and to allow the reduction of the total principal and interest requirements over the remaining term of the Refunded Bond; and (iv) the proceeds derived from the sale of the Series

2011 Bonds, together with the earnings and increments derived therefrom, will be sufficient to provide for payment of the principal of, interest, and two percent redemption premium on the Refunded Bond on the date of issuance of the Bonds; and

WHEREAS, upon provision having been duly and legally made for the payment of all of the Refunded Bond, the same shall not constitute debt within the meaning of Article IX, Section V, Paragraph I of the Constitution; and

WHEREAS, it is necessary for the City to authorize the execution, delivery and performance of a Bond Purchase Agreement, dated the date hereof (the "Bond Purchase Agreement"), between the City and the Underwriter; and

WHEREAS, it is necessary for the City to designate an Authenticating Agent, Bond Registrar and Paying Agent to act on its behalf with respect to the Series 2011 Bonds; and

WHEREAS, it is necessary to adopt a form to which the Series 2011 Bonds shall adhere and to provide for the execution and delivery of the Series 2011 Bonds and other matters in connection with the issuance and delivery of the Series 2011 Bonds;

NOW, THEREFORE, BE IT RESOLVED by the City Council and IT IS HEREBY RESOLVED by the authority of the same, as follows:

Section 1. Terms of Bond; Payment. The issuance of the Series 2011 Bonds in an aggregate principal amount of $__________ for the purpose of refunding the Refunded Bond and paying expenses incident thereto is hereby authorized. The Series 2011 Bonds shall be designated as the "Peachtree City, Georgia General Obligation Refunding Bonds, Series 2011" and shall be dated as of their date of issuance, shall be issued in the denomination of $5,000 each, or any integral multiple thereof, shall be numbered R-1 upward, and shall bear interest (based upon a 360-day year comprised of twelve thirty-day months) from the Interest Payment Date (hereinafter defined) next preceding their date of authentication to which interest has been paid (unless their date of authentication is an Interest Payment Date, in which case from such Interest Payment Date, unless their date of authentication is after a Record Date (hereinafter defined) but before an Interest Payment Date, in which case from the next Interest Payment Date, or unless their date of authentication is before the first Interest Payment Date, in which case from their date of issuance) at the rates per annum set forth below until paid, payable January 1, 2012, and semiannually thereafter on January 1 and July 1 (each an "Interest Payment Date") in each year, with the principal maturing on the 1st day of January in the years and amounts, as follows:

Year	Amount	Rate
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		

Unless the Series 2011 Bonds are held in Book-Entry Form (hereinafter defined), the principal amount of the Series 2011 Bonds shall be payable upon presentation and surrender thereof at the principal corporate trust office of the Paying Agent. Unless the Series 2011 Bonds are held in Book-Entry Form, payments of interest on the Series 2011 Bonds shall be made by check or draft payable to the registered owner as shown on the bond registration book kept by the Bond Registrar at the close of business on the fifteenth day of the calendar month next preceding each Interest Payment Date (the "Record Date"), and such payments of interest shall be mailed by first class mail to the registered owner at the address shown on the bond registration book. Notwithstanding the foregoing, interest on the Series 2011 Bonds shall be paid to any registered owner of more than $1,000,000 in aggregate principal amount of the Series 2011 Bonds by wire transfer to such registered owner if written instructions are given to the Paying Agent prior to the Record Date preceding the Interest Payment Date, and interest shall continue to be so paid until such wire instructions are revoked in writing. While the Series 2011 Bonds are held in Book-Entry Form, the principal of and interest on the Series 2011 Bonds shall be payable as provided in Section 11 hereof. Both the principal of and interest on the Series 2011 Bonds shall be payable in lawful money of the United States of America.

Section 2. Authorization of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement are hereby approved. The Mayor or Mayor Pro-Tem and Clerk or Assistant Clerk of the City are authorized and directed to execute the Bond Purchase Agreement in substantially the form presented at this meeting and filed with the Clerk of the City Council.

Section 3. Designation of Paying Agent. U.S. Bank National Association is hereby designated to act as Authenticating Agent, Bond Registrar and Paying Agent with respect to the Series 2011 Bonds.

Section 4. Tax Levy. The City Council does hereby determine that for the purpose of paying the principal of, and interest on, the Series 2011 Bonds, it is necessary to raise by a tax on all property located within the corporate limits of the City subject to taxation for general obligation bond purposes, the sums in each of the years as more fully set forth in Exhibit A attached hereto and made a part hereof. There is hereby levied an annual ad valorem tax without limitation as to rate or amount upon all the taxable property subject to taxation for general obligation purposes within the corporate limits of the City sufficient to produce the sums in each of the years as is more fully set forth in Exhibit A. Such sums are irrevocably pledged and appropriated to the payment of the principal of and interest on the Series 2011 Bonds and provision to meet the requirements of this Resolution shall hereafter be made in due time and manner, in the annual appropriate resolution, so that the Series 2011 Bonds, including both principal and interest, shall be fully paid as the same becomes due.

Section 5. Execution of Bonds. The Series 2011 Bonds shall be executed for and on behalf of the City by the manual or duly authorized reproduced facsimile signature of the Mayor of the City and the corporate seal of the City shall be imprinted or impressed thereon and attested by the manual or duly authorized reproduced facsimile signature of the Clerk or Assistant Clerk of the City. In case any officer whose signature shall be affixed to the Series 2011 Bonds or who shall have sealed the Series 2011 Bonds shall cease to be such officer before the Series 2011 Bonds so signed and sealed shall have been actually delivered, the Series 2011 Bonds, nevertheless, shall be valid Series 2011 Bonds of the City and may be delivered as such notwithstanding the fact that such officer or officers may have ceased to be such officer or officers of the City when the Series 2011 Bonds shall be actually delivered.

Section 6. Definitions Relating to Book-Entry System. In addition to the terms hereinabove defined, the following terms shall be intended to have the meaning as follows:

"Agent Member" means a member of, or participant in, the Securities Depository.

"Beneficial Owner" means the owners of a beneficial interest in the Series 2011 Bonds registered in the Book-Entry System.

"Book-Entry Form" or "Book-Entry System" means, with respect to the Series 2011 Bonds, a form or system, as applicable, under which (a) the ownership of beneficial interests in the Series 2011 Bonds and bond service charges may be transferred only through book-entry and (b) physical Series 2011 Bonds in fully registered form are registered only in the name of a Securities Depository or its nominee as holder, with physical Series 2011 Bonds in the custody of a Securities Depository.

"Securities Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to provisions of Section 17A of the Securities Exchange Act of 1934, operating and maintaining, with its participants or otherwise, a Book-Entry System to record ownership of beneficial interest in bonds and bond service charges, and to effect transfers of bonds in Book-Entry Form, and means initially, The Depository Trust Company (a limited purpose company), New York, New York.

"Securities Depository Nominee" means any nominee of a Securities Depository and shall initially mean CEDE & Co., New York, New York, as nominee of The Depository Trust Company.

Section 7. Bond Form. The Series 2011 Bonds, the certificate of validation, certificate of authentication and the provision for registration shall be in substantially the following form:

(FORM OF SERIES 2011 BOND)

UNITED STATES OF AMERICA

STATE OF GEORGIA

PEACHTREE CITY, GEORGIA

GENERAL OBLIGATION REFUNDING BOND, SERIES 2011

No. R-1 Dated Date: October __, 2011 $___________

Maturity Date: [January] 1, 20__ Interest Rate: ____% CUSIP: ___________

KNOW ALL MEN BY THESE PRESENTS: That Peachtree City, Georgia (the "City") hereby acknowledges itself to owe, and for value received hereby promises to pay to CEDE & CO., a nominee of The Depository Trust Company, or registered assigns, in lawful money of the United States of America, the principal sum shown above on the Maturity Date indicated above and interest hereon at the rate per annum set forth above (computed on the basis of a 360-day year comprised of twelve 30-day months), payable on the first days of [January] and [July] in each year, commencing [January] 1, 2012 (each an "Interest Payment Date") from the Interest Payment Date next preceding the date of authentication and registration hereof to which interest has previously been paid (unless the date of authentication and registration hereof is prior to the first Interest Payment Date, in which event from October 1, _____, or unless the date of authentication and registration is an Interest Payment Date, in which event from the date of authentication hereof, or unless the date of authentication and registration hereof is after a Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event from such next succeeding Interest Payment Date) until payment of the principal amount hereof. The principal hereof shall be paid only upon surrender of this bond at the principal corporate trust office of U.S. Bank National Association, as the Bond Registrar and Paying Agent (the "Paying Agent" or the "Bond Registrar"). The interest hereon shall be paid to the person in whose name this bond is registered at the close of business on the 15th day of the calendar month preceding each Interest Payment Date (each such date a "Record Date") by check or draft, drawn on the Paying Agent, and mailed, by first class mail, postage prepaid, to such person at the address on the books of registry kept by the Bond Registrar. In the event that the owner of this bond owns $1,000,000 in aggregate principal amount of bonds, interest shall be paid by wire transfer in accordance with written instructions provided to the Paying Agent prior to the Record Date preceding the Interest Payment Date, until such instructions are revoked in writing. Notwithstanding the foregoing, as long as this bond is held in Book-Entry Form (as defined in the Bond Resolution hereinafter referred to), principal and interest shall be payable as described below. Notwithstanding the foregoing, payments of interest and principal payments on this bond shall be paid by wire transfer to such registered owner if written wire transfer instructions are given to the Paying Agent prior to the Record Date. Interest and principal payments shall continue to be so paid until such wire transfer instructions are revoked in writing.

This bond is one of a duly authorized issue of like tenor except as to numbers, denominations, interest rates, dates of maturity and redemption provisions aggregating in principal amount the sum of $____________ (the "bonds"). The proceeds of the sale of this bond will be expended only for the purpose of providing funds to (i) refund the outstanding City of Peachtree City General Obligation Library Bond, Series 2004 and (ii) pay expenses incident thereto. This bond is authorized by the Constitution and laws of the State of Georgia and by a resolution of the City Council duly adopted on October ___, 2011 (the "Bond Resolution"). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Resolution.

Unless the bonds are held in Book-Entry Form, this bond is registrable as transferred by the registered owner hereof in person or by the owner's attorney duly authorized in writing, but only in the manner, subject to the limitations specified in the authorizing resolution, and upon surrender and cancellation of this bond. Upon such registration of transfer a new bond or bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations will be issued to the transferee in exchange therefor.

Unless the bonds are held in Book-Entry Form, this bond, upon the surrender thereof at the principal corporate trust office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar executed by the owner or the owner's attorney duly authorized in writing, may, at the option of the owner, be exchanged for an equal aggregate principal amount of bonds of the same maturity, interest rate, aggregate principal amount and tenor of any authorized denomination or denominations, in the manner and subject to the conditions provided in the authorizing resolution.

No service charge shall be made for any registration of transfer or exchange hereinbefore referred to, but the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge as a condition precedent to the exercise of such privilege. The Bond Registrar is not required to transfer or exchange this bond after notice of redemption has been given or for fifteen days prior to the giving of such notice.

The person in whose name this bond is registered shall be deemed and regarded as the absolute owner hereof for all purposes, and payment of or on account of either principal or interest made to such registered holder shall be valid and effectual to satisfy and discharge the liability upon this bond to the extent of the sum or sums so paid.

The bonds are not subject to redemption prior to maturity.

The bonds are being issued by means of a Book-Entry System, with actual bonds immobilized at The Depository Trust Company, New York, New York, or its successor as Securities Depository, evidencing ownership of the bonds in principal amounts of $5,000 or integral multiples thereof, and with transfers of Beneficial Ownership effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository. Actual bonds are not available for distribution to the Beneficial Owners, except under the limited circumstances set forth in the Resolution. The principal, redemption premium (if any) and interest on the bonds are payable by the Paying Agent to CEDE & Co., as nominee of the Securities Depository. Transfer of principal, redemption premium (if any) and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal, redemption premium (if any) and interest to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. Notices will be sent by the Paying Agent to CEDE & Co., as nominee of the Securities Depository. The sending of notices to Beneficial Owners by participants of the Securities Depository will be the responsibility of such participants and other nominees of Beneficial Owners. The City and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants.

[The City has designated this bond as a "qualified tax-exempt obligation" under Section 265 of the Internal Revenue Code of 1986, as amended.]

It is further certified and recited, that all acts, conditions and things required by the Constitution or statutes of the State of Georgia to exist, be performed or happen pursuant to and in the issuance of this bond, exist, have been performed and have happened in due and regular form as required by law, that provision has been made for the collection of a direct annual ad valorem tax, unlimited as to rate or amount, on all property subject to taxation for general obligation bond purposes located in the City, sufficient to pay the principal of interest on this bond, in accordance with its terms, and that the total indebtedness of the City, including this bond, does not exceed any limitation prescribed by said Constitution or statutes.

This bond shall not be entitled to any benefit under the Bond Resolution and shall not become valid or obligatory for any purpose until it shall have been authenticated by execution by the Bond Registrar by manual signature of the authentication certificate hereon endorsed.

* * * * *

IN WITNESS WHEREOF, the Peachtree City, Georgia has caused this bond to be executed by the duly authorized manual or facsimile signature of the Mayor of the City and its corporate seal to be impressed or imprinted hereon and attested by the duly authorized manual or facsimile signature of the Clerk of the City.

(SEAL)

By:____________________________________
Mayor

Attest:

____
Clerk

* * * * *

CERTIFICATE OF AUTHENTICATION

This bond was authorized by the within mentioned authorizing resolution of the City Council of Peachtree City, adopted October ____, 2011, and is hereby authenticated as of the date of its execution as stated in this bond.

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By:________________________________
Authorized Signatory

Date of Authentication: October ___, 2011

* * * * *

VALIDATION CERTIFICATE

STATE OF GEORGIA

COUNTY OF FAYETTE

The undersigned Clerk of the Superior Court of Fayette County, State of Georgia, DOES HEREBY CERTIFY that this bond was confirmed and validated by judgment of the Superior Court of Fayette County, Georgia, Civil Action No. _____________, on the ____ day of ___________, 2011, that no intervention or objection was filed thereto and that no appeal has been prosecuted therefrom.

WITNESS my manual or facsimile signature and the seal of the Superior Court of Fayette County, Georgia.

____

Clerk, Superior Court
Fayette County, Georgia

(SEAL)

* * * * *

ASSIGNMENT FOR TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY
OR OTHER IDENTIFYING NUMBER
OF ASSIGNEE

____

____

____

____

____

the within Bond of PEACHTREE CITY, GEORGIA and does hereby constitute and appoint ______________________ attorney to transfer the said Bond on the books of the Bond Registrar, with full power of substitution in the premise.

Date:_________________________

In the presence of:________________________

____
Bondholder

Notice: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

* * * * *

DTC FAST RIDER

Each such certificate shall remain in the Paying Agent's custody subject to the provisions of the FAST Balance Certificate Agreement currently in effect between the Paying Agent and DTC - FAST Agreement

* * * * *

(End of Bond Form)

Section 8. Delivery of the Series 2011 Bonds. Upon receipt of the purchase price for the Series 2011 Bonds, the Mayor or his designee is authorized to physically deliver the Series 2011 Bonds to the Underwriter or its designee, and the Mayor or his or her designee is authorized to execute for and on behalf of the City such receipt for the proceeds of the Series 2011 Bonds and such other closing certificates and proofs as may be necessary and proper. The Series 2011 Bonds shall be properly executed, numbered and shall contain the terms set forth in this Resolution.

Section 9. Authentication of Series 2011 Bonds. The Series 2011 Bonds shall not be valid or obligatory for any purpose unless and until the certificate of authentication shall have been executed by the Bond Registrar, and such executed certificate of the Bond Registrar upon any such Series 2011 Bond shall be conclusive evidence that the Series 2011 Bond has been authenticated and delivered hereunder. Said certificate of authentication on any Series 2011 Bond shall be deemed to have been executed by the Bond Registrar, but it shall not be necessary that the same authorized signatory sign the certificate of authentication on all of the Series 2011 Bonds.

Section 10. Transfer and Exchange of Series 2011 Bonds. The Bond Registrar shall cause books for the registration of transfer of the Series 2011 Bonds to be kept. Unless the Series 2011 Bonds are held in the Book-Entry System, the Series 2011 Bonds may be registered as transferred on the books of registration by the registered owner thereof in person or by his duly authorized attorney, upon surrender thereof, together with a written instrument of transfer executed by the owner or his duly authorized attorney. Unless the Series 2011 Bonds are held in the Book-Entry System, upon surrender for registration of transfer of any Series 2011 Bond at the principal office of the Bond Registrar, the City shall execute, and the Bond Registrar shall authenticate and deliver in the name of the transferee, a new Series 2011 Bond or Series 2011 Bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations ($5,000 or integral multiples thereof), numbered consecutively in order of issuance according to the records of the Bond Registrar.

Unless the Series 2011 Bonds are held in the Book-Entry System, the Series 2011 Bonds may be exchanged at the principal corporate office of the Bond Registrar for an equal aggregate principal amount of Series 2011 Bonds of the same maturity, interest rate, aggregate principal amount and tenor and of any authorized denomination or denominations. The City shall execute, and the Bond Registrar shall authenticate and deliver, Series 2011 Bonds which the Bondholder making such exchange is entitled to receive, bearing numbers not contemporaneously then outstanding.

Such transfers of registration or exchanges of Series 2011 Bonds shall be without charge to the owner of such Series 2011 Bonds, but any tax or other governmental charge, required to be paid with respect to the same shall be paid by the owner of the Series 2011 Bond requesting such transfer or exchange as a condition precedent to the exercise of such privilege. The Bond Registrar is not required to transfer or exchange any Series 2011 Bond after notice of redemption has been given or for fifteen days prior to the giving of such notice.

All Series 2011 Bonds surrendered upon any transfer provided for in this resolution shall be promptly cancelled by the Bond Registrar and shall not be reissued. Upon request of the City a certificate evidencing such cancellation shall be furnished by the Bond Registrar to the City.

While the Series 2011 Bonds held in the Book-Entry System, registration or transfer and exchange shall be made in accordance with the Book-Entry System.

Section 11. Global Form; Securities Depository; Ownership of Bonds.

(a) Upon the initial issuance, the ownership of each Series 2011 Bond shall be registered in the name of the Securities Depository or the Securities Depository Nominee, and ownership thereof shall be maintained in Book-Entry Form by the Securities Depository for the account of the Agent Members thereof. Initially, each maturity of the Series 2011 Bonds shall be registered in the name of Cede & Co., as the nominee of The Depository Trust Company. Beneficial Owners will not receive Series 2011 Bonds from the Paying Agent evidencing their ownership interests. Except as provided in subsection (c) hereof, the Series 2011 Bonds may be transferred, in whole but not in part, only to the Securities Depository or the Securities Depository Nominee, or to a successor Securities Depository selected or approved by the City and the City or to a nominee of such successor Securities Depository.

(b) With respect to Series 2011 Bonds registered in the name of the Securities Depository or the Securities Depository Nominee, the City, the Paying Agent and the Bond Registrar shall have no responsibility or obligation to any Agent Member or Beneficial Owner. Without limiting the foregoing, neither the City, the Paying Agent, the Bond Registrar nor their respective affiliates shall have any responsibility or obligation with respect to:

(i) the accuracy of the records of the Securities Depository, the Securities Depository Nominee or any Agent Member with respect to any beneficial ownership interest in the Series 2011 Bonds;

(ii) the delivery to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any notice with respect to the Series 2011 Bonds; or

(iii) the payment to any Agent Member, any Beneficial Owner or any other person, other than the Securities Depository or the Securities Depository Nominee, of any amount with respect to the principal, premium, if any, or interest on the Series 2011 Bonds.

So long as any Series 2011 Bonds are registered in Book-Entry Form, the City and the Paying Agent may treat the Securities Depository as, and deem the Securities Depository to be, the absolute owner of such Series 2011 Bonds for all purposes whatsoever, including without limitation:

(i) the payment of principal of, premium, if any, and interest on such series of Series 2011 Bonds;

(ii) giving notices of redemption and other matters with respect to such Series 2011 Bonds;

(iii) registering transfers with respect to such Series 2011 Bonds;

(iv) the selection of Series 2011 Bonds for redemption; and

(v) voting and obtaining consents under this Resolution.

So long as any Series 2011 Bonds are registered in Book-Entry Form, the Paying Agent shall pay all principal of, premium, if any, and interest on the Series 2011 Bonds only to the Securities Depository or the Securities Depository Nominee as shown in the bond register, and all such payments shall be valid and effective to fully discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2011 Bonds to the extent so paid.

(c) If at any time (i) the City determines that the Securities Depository is incapable of discharging its responsibilities described herein, (ii) if the Securities Depository notifies the City that it is unwilling or unable to continue as Securities Depository with respect to the Series 2011 Bonds, or (iii) if the Securities Depository shall no longer be registered or in good standing under the Securities Exchange Act of 1934 or other applicable statute or regulation and a successor Securities Depository is not appointed by the City within 90 days after the City receives notice or becomes aware of such condition, as the case may be, then this subsection (c) shall no longer be applicable and the City shall execute and the Bond Registrar shall authenticate and deliver bonds representing the Series 2011 Bonds to the owners of the Series 2011 Bonds. Series 2011 Bonds issued pursuant to this subsection (c) shall be registered in such names and authorized denominations as the Securities Depository, pursuant to instructions from the Agent Member or otherwise, shall instruct the Bond Registrar. Upon exchange, the Bond Registrar shall deliver such certificates representing the Series 2011 Bonds to the persons in whose names such Series 2011 Bonds are so registered on the business day immediately preceding the date of such exchange.

Section 12. Continuing Request. The inclusion of the foregoing provisions shall constitute (a) a continuing request from the City to the Clerk of the Superior Court of Fayette County, unless his or her signature shall occur by facsimile, to execute the certificate of validation on any replacement Series 2011 Bond issued pursuant hereto, and (b) the appointment of the Bond Registrar as agent for the City to do any and all things necessary to affect any replacement or registration of transfer.

Section 13. Mutilated or Destroyed Bond. In case any Series 2011 Bond shall become mutilated or be destroyed or lost, the City Council, on behalf of the City, may cause to be executed, authenticated and delivered a new Series 2011 Bond in exchange or substitution for the Series 2011 Bonds so mutilated, destroyed or lost, upon, in the case of a mutilated Bond, surrender of such Bond, or in the case of a destroyed or lost Series 2011 Bond, the owner filing with the City, the Paying Agent and the Bond Registrar evidence satisfactory to them that such Bond was destroyed or lost and providing indemnity satisfactory to them. If any such Series 2011 Bonds shall have matured, instead of issuing a new Series 2011 Bond, the City may pay the same.

Section 14. Redemption. The Series 2011 Bonds shall not be subject to redemption prior to maturity.

Section 15. Tax Covenants and Representations; **[Bank Qualification]**. The Series 2011 Bonds are being issued by the City in compliance with the conditions necessary for the interest income on the Series 2011 Bonds to be exempt from federal income taxation pursuant to the provisions of Section 103(a) of the Internal Revenue Code of 1986, as amended (the "Code") relating to obligations of the State or political subdivisions thereof. It is the intention of the City that the interest on the Series 2011 Bonds be and remain excludable from gross income for federal income tax purposes, and, to that end, the City hereby covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Series 2011 Bonds under Section 103 of the Code.

(a) It will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the tax-exempt status of the interest on the Series 2011 Bonds under Section 103 of the Code.

(b) It will not directly or indirectly use or permit the use of any proceeds of the Series 2011 Bonds or any other funds of the City or take or omit to take any action in a way that would cause the Series 2011 Bonds to be (i) "private activity bonds" within the meaning of Section 141 of the Code, (ii) obligations which are "federally guaranteed" within the meaning of Section 149 of the Code or (iii) "hedge bonds" within the meaning of Section 149 of the Code. Without limiting the foregoing, the City will not allow 10% or more of the proceeds of the Series 2011 Bonds to be used in the trade or business of any private business and will not loan 5% or more of the proceeds of the Series 2011 Bonds to any nongovernmental units.

(c) It will not directly or indirectly use or permit the use of any proceeds of the Series 2011 Bonds or any other funds of the City or take or omit to take any action that would cause the Series 2011 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. To that end, the City will comply with all requirements of Section 148 of the Code to the extent applicable to the Series 2011 Bonds. In the event that at any time the City is of the opinion that for purposes of this Section it is necessary to restrict or to limit the yield on the investment of any moneys held under this resolution, the City shall take such action as may be necessary.

[The City hereby designates the Series 2011 Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code. The City hereby certifies

that neither it nor any subordinate entity has issued and do not reasonably expect to issue more than $10,000,000 of tax-exempt obligations during calendar year 2011.]

Section 16. Refunding of the Refunded Bond. The Refunded Bond shall be refunded by payment to RBC Bank (USA), as owner of the Refunded Bond, of the principal of and interest thereon and two percent redemption premium with respect thereto on the date of issuance of the Series 2011 Bonds. Provision having been duly and legally made for the refunding of the Refunded Bond, the Refunded Bond shall not constitute a debt of the City nor count against the constitutional limitation on bonded indebtedness of the City and that portion of the tax levy previously authorized for the purpose of paying the Refunded Bond should be, and, upon the issuance of the Series 2011 Bonds, will be, rescinded.

Section 17. Approval of Prior Actions; General Authority. All actions taken by the City Council, any officer of the City or any agent or employee of the City relating to the authorization and issuance of the Series 2011 Bonds, including, but not limited to, actions taken in connection with the validation of the Series 2011 Bonds, be and the same are hereby ratified, approved and confirmed. Any officer, employee or agent of the City is hereby authorized to do any and all things, including, but not limited to, making covenants on behalf of the City, and to execute any and all documents, certificates and agreements, including, but not limited to a non-arbitrage certificate, necessary to issue the Series 2011 Bonds and authentication by this Resolution and to carry out the transactions contemplated by this Resolution.

Section 18. Payments Due on Saturday, Sunday or Holiday. If a payment on the Series 2011 Bonds is due on a Saturday, Sunday or any day that the office of the Paying Agent is authorized or required by law to remain closed, such payment shall be made on the next succeeding business day, provided, however, interest shall continue to accrue until such time as the payment is actually received by the registered owner.

Section 19. Authorization of Official Statements. The use and distribution of the Preliminary Official Statement, dated September __, 2011, pertaining to the Series 2011 Bonds in the form presented at this meeting and filed with the Clerk are hereby ratified and approved. The execution, use and distribution of the Official Statement, dated the date hereof, pertaining to the Series 2011 Bonds are hereby approved, provided that the Official Statement is in substantially the form as the Preliminary Official Statement. The Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute the Official Statement. The City hereby deems the Preliminary Official Statement final, except for "Permitted Omissions," as of its date for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule"). As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, the identity of the underwriter and other terms of the Series 2011 Bonds and any underlying obligations depending on such matters, all with respect to the Series 2011 Bonds and any underlying obligations.

Section 20. Deemed Final and Continuing Disclosure Certificates. The execution by the Mayor of the City of the "deemed final certificate" required by the Rule is hereby ratified and approved. The Mayor or Mayor Pro-Tem of the City is hereby authorized and directed to execute the Continuing Disclosure Certificate substantially in the form attached to the Preliminary Official Statement. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, as originally executed and as it may be amended from time to time in accordance with its terms. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered a default hereunder. It is expressly provided, however, that any beneficial owner of the Series 2011 Bonds may take such action, to the extent and in such manner as may be allowed by applicable law, as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this paragraph. The cost to the City of performing its obligations set forth in this paragraph shall be paid solely from funds lawfully available for such purpose.

Section 21. Repeal of Conflicting Resolutions. All resolutions, or parts thereof, that conflict with this Resolution are hereby repealed.

Section 22. Mayor Pro-Tem; Assistant Clerk. In the event that the Mayor is unavailable to sign the documents authorized herein, the Mayor Pro-Tem of the City is hereby authorized and directed to sign all such documents. In the event that the Clerk is unavailable to sign the documents authorized herein, the Assistant Clerk of the City, if any, is hereby authorized and directed to sign all such documents.

ADOPTED AND APPROVED this _____ day of October, 2011.

PEACHTREE CITY, GEORGIA

(SEAL)

By:____
Donnie O. Haddix
Mayor

Attest:

____
Ann E. Tyler
Clerk

EXHIBIT A
TO BOND RESOLUTION

DEBT SERVICE SCHEDULE

Date	Principal	Interest	Total Debt Service
01/01/2012			
07/01/2012			
01/01/2013			
07/01/2013			
01/01/2014			
07/01/2014			
01/01/2015			
07/01/2015			
01/01/2016			
07/01/2016			
01/01/2017			
07/01/2017			
01/01/2018			
07/01/2018			
01/01/2019			

CLERK'S CERTIFICATE

STATE OF GEORGIA

COUNTY OF FAYETTE

The undersigned, Clerk of Peachtree City, Georgia (the "City"), DOES HEREBY CERTIFY that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted by the Mayor and Council of the City, in a meeting duly assembled and open to the public at which a quorum was present, on the _____ day of _______________, 2011, relating to the sale and form of the Peachtree City, Georgia General Obligation Refunding Bonds, Series 2011, the original of which has been duly recorded in the Minute Book of the City, which is in my custody and control.

GIVEN this the _____ day of _____________, 2011.

____
Clerk

(SEAL)

PEACHTREE CITY, GEORGIA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2011

October 6, 2011

BOND PURCHASE AGREEMENT

Mayor and City Council of Peachtree City
Attention: Mayor
151 Willowbend Road
Peachtree City, Georgia 30269

Re: $___________ Peachtree City, Georgia General Obligation Refunding Bonds, Series 2011

To the Addressee:

The undersigned, Robert W. Baird & Co., Inc. (the "Underwriter"), being duly authorized, hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with Peachtree City, Georgia (the "City"), acting by and through the Mayor and City Council of the City, for the purchase by the Underwriter of the Bonds referred to in Section 1 hereof. This offer is made subject to acceptance by the City of this Purchase Agreement, which acceptance shall be evidenced by the execution of this Purchase Agreement by a duly authorized officer of the City prior to 12:00 Midnight, Eastern Standard Time, on October 6, 2011. Upon such acceptance and execution, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriter. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Resolution referred to in Section 2 hereof.

1. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the City $____________ in aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2011 (the "Bonds"), at a purchase price of $__________ (which is equal to par, plus original issue premium of $______________ less underwriter's discount of $__________).

2. The Bonds shall be as described in, and shall be authorized by, and secured pursuant to, a bond resolution of the City adopted on October 6, 2011 (the "Bond Resolution"). The Bonds are direct and general obligations of the City and, except to the extent that they may be paid from other revenues of the City, are payable from an ad valorem tax, unlimited as to rate or amount, to be levied upon all taxable property within the City subject to taxation for general obligation bond purposes. Interest on the Bonds will be payable semiannually on January 1 and July 1 in each year, commencing on January 1, 2012. The Bonds shall bear interest at the rates and shall mature in the amounts set forth in Schedule I attached hereto. All other terms of the Bonds are described in the Official Statement (hereinafter defined).

3. The proceeds from the sale of the Bonds will be used for the purposes described in the Bond Resolution.

4. The Underwriter intends to offer the Bonds at prices not in excess of the offering price or prices (or yields) set forth in Schedule I hereof. The Underwriter, however, reserves the right to change such offering price or prices (or yields) as the Underwriter shall deem necessary in connection with the marketing of the Bonds.

5. The City has caused to be prepared a Preliminary Official Statement, dated September 28, 2011 (such Preliminary Official Statement, including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto and any amendments and supplements thereto that may be authorized by the City for use with respect to the Bonds being herein called the "Preliminary Official Statement"), which the City authorized to be circulated, and the City consents to the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Bonds. The City hereby deems the Preliminary Official Statement final for purposes of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The City shall deliver to the Underwriter copies (in sufficient quantity and time to enable the Underwriter to comply with the rules of the Municipal Securities Rulemaking City and the Securities and Exchange Commission) of an Official Statement, dated the date of this Purchase Agreement, substantially in the form of the Preliminary Official Statement, with only such changes therein or modifications thereof (including, without limitation, any changes in or modifications of any of the appendices, exhibits, reports or statements included therein or attached thereto) as shall have been accepted and approved by the Underwriter in its sole discretion, the form of which Official Statement shall have been approved and adopted by the City by resolutions duly passed, and the Official Statement shall be executed by the Mayor of the City (such Official Statement, including the cover page and all appendices, exhibits, reports and statements included therein or attached thereto and any amendments and supplements thereto that may be authorized by the City for use with respect to the Bonds being herein called the "Official Statement"). Simultaneously with the execution and delivery hereof, the City will provide the Underwriter with two executed copies of the Official Statement. The City hereby consents to the use of copies of the Official Statement, the Bond Resolution and other pertinent documents in connection with the offering of the Bonds. The Underwriter hereby agrees not to distribute or make use of any offering statement or other offering document relating to the Bonds unless such offering document contains a cover page that sets forth the name of the Underwriter and has been approved by the City.

6. In order to assist the Underwriter in complying with the Rule, the City has covenanted for the benefit of the owners of the Bonds to provide notices of the occurrence of certain enumerated events and to provide notices of the occurrence of additional enumerated events, if material and to provide certain financial information and operating data relating to the City, pursuant to a Continuing Disclosure Certificate, dated the date of the issuance of the Bonds (the "Disclosure Certificate"), a form of which is attached to the Official Statement.

7. <u>Representations and Warranties of the City</u>. In order to induce the Underwriter to enter into this Purchase Agreement, the City hereby represents and warrants to and covenants with the Underwriter as follows:

(a) The City is a municipal corporation, duly created and existing pursuant to the laws of the State of Georgia.

(b) The City is authorized under the laws of the State of Georgia (i) to adopt the Bond Resolution and to perform its obligations thereunder, (ii) to issue, execute, deliver and perform its obligations under the Bonds for the purposes described in Section 3 hereof, (iii) to execute, deliver and perform its obligations under this Purchase Agreement and the Disclosure Certificate (collectively, the "City Documents"), (iv) to execute and deliver the Official Statement and (vi) to carry out and consummate all of the transactions contemplated on its part by the City Documents and the Official Statement.

(c) The information contained in the Preliminary Official Statement was, and such information contained in the Official Statement is, and at all times subsequent hereto to and including the date of the Closing will be, true and correct in all material respects and does not contain and, at all such times, will not contain any untrue statement of a material fact and does not omit and, at all such times, will not omit, to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(d) The City has duly adopted the Bond Resolution and on or before the date of the Closing referred to in Section 8 hereof, the City will have duly authorized all actions required to be taken by it for (i) the issuance, execution, delivery, and performance of its obligations under the Bonds, (ii) the execution, delivery and performance of its obligations under the City Documents, (iii) the execution and delivery of the Official Statement and (iv) the carrying out and consummation of all of the transactions contemplated on its part by the City Documents and the Official Statement.

(e) The City Documents, when executed and delivered by the City, will be in the form approved by the City in the Bond Resolution, subject to such changes therein or modifications thereof as the Underwriter and the City shall mutually agree upon. The City Documents, when executed and delivered, will constitute valid and legally binding obligations of the City, enforceable in accordance with their respective terms (subject in each case to usual principles of equity and to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect). The Bonds, when issued, delivered and paid for as herein provided, will constitute valid and legally binding obligations of the City, enforceable in accordance with their terms (subject in each case to usual principles of equity and to any applicable bankruptcy, reorganization, insolvency, moratorium or other laws affecting the enforcement of creditors' rights generally from time to time in effect).

(f) The City will apply the proceeds from the sale of the Bonds as specified in the Bond Resolution.

(g) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public City or body pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from functioning or contesting or questioning the existence of the City or the titles of the present officers of the City to their offices; or (ii) wherein an unfavorable decision, ruling or finding would adversely affect (A) the powers of the City or the validity or enforceability of the Bond Resolution, the Bonds, the City Documents or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the City Documents and the Official Statement, (B) the transactions contemplated by the City Documents and the Official Statement, (C) the exclusion of the interest on the Bonds from federal or State of Georgia income taxation, (D) the security for the Bonds or (E) financial condition of the City.

(h) The adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the City Documents, the execution and delivery of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the City Documents and the Official Statement will not conflict with or constitute on the part of the City a violation of, breach of or default under (i) its charter or any other governing instruments, (ii) any indenture, mortgage, lease, resolution, or other agreement or instrument to which the City is a party or by which the City or its property is bound or (iii) any constitutional provision, statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its property. All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the City as of the date hereof in connection with the adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the City Documents, the execution and delivery of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the City Documents and the Official Statement have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "Blue Sky" laws.

(i) The City has designated the Bonds as "qualified tax-exempt obligations," within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

(j) The City agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States of America as the Underwriter may request; provided that in no event shall the City be obligated to take any action that would subject it to general service of process in any state where it is not now so subject.

(k) Neither the City nor anyone acting on its behalf, directly or indirectly, has offered the Bonds or any similar securities of the City relating in any way to the refunding for sale to, or solicited any offer to buy the same from, anyone.

(l) The Preliminary Official Statement has been duly authorized by the City, the Official Statement has been duly authorized, executed and delivered by the City, and the City has consented to the use of the Preliminary Official Statement and the Official Statement by the Underwriter in connection with the offering of the Bonds.

(m) Neither the Securities and Exchange Commission nor any state securities commission has issued or threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.

(n) Any certificate signed by an authorized officer of the City delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(o) The City has not defaulted in the payment of principal or interest on any of its bonds, notes or other securities.

(p) The City has not received any notice, directly or indirectly, from the Department of the Treasury, the Internal Revenue Service (the "IRS") or any other entity or person contesting or questioning in any way the exclusion from federal income taxation of the interest due on any of its bonds, nor to the knowledge of the City has any holder of any of the City's bonds received any such notice.

(q) The financial statements of the City attached to the Official Statement present fairly the financial position of the City as of the dates indicated therein and the results of operations and changes in financial position for the periods specified therein, and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied throughout the periods presented.

(r) Except as disclosed in the Official Statement, the City currently is in compliance with its continuing disclosure obligations under the Rule.

(s) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate."

8. At or before 10:00 A.M., Eastern Standard Time, [Closing Date], 2011 (the "Closing"), or at such other times or at such other dates as shall have been mutually agreed upon by the City and the Underwriter, in writing, the City will deliver, or cause to be delivered, to or upon the order of the Underwriter, the Bonds, in definitive form, duly executed and authenticated, together with the other documents herein required to be delivered. Payment for the Bonds shall be made in immediately available funds by check or by bank wire transfer payable to the order of the City. If, at the Closing, the City fails to deliver the Bonds to the Underwriter as provided herein, or if, at the Closing any of the conditions specified in Section 7 hereof shall not have been fulfilled to the satisfaction of the Underwriter, the Underwriter may elect to be relieved of any further obligations under this Purchase Agreement without thereby waiving any other rights the Underwriter may have under this Purchase Agreement.

The Closing shall be held at the offices of Murray Barnes Finister LLP, Atlanta, Georgia ("Bond Counsel"), except that physical delivery of the Bonds shall be made through The Depository Trust Company for the account of the Underwriter unless the City and the Underwriter agree otherwise in writing. Unless otherwise requested by the Underwriter at or prior to the Closing, the Bonds will be delivered at the Closing in fully registered form, registered to Cede & Co., and in the form of one certificate for each maturity of the Bonds.

9. The obligations of the Underwriter hereunder shall be subject (i) to the performance by the City of its obligations to be performed hereunder at and prior to the Closing or such earlier time as may be specified herein, (ii) to the accuracy of the representations and warranties of the City contained herein and in the Bond Resolution as of the date hereof and as of the time of the Closing, as if made at and as of the time of the Closing and (iii) to the following conditions, including the delivery by the City of such documents as are contemplated hereby in form and substance satisfactory to Bond Counsel:

(a) At the time of the Closing (i) the Bond Resolution, this Purchase Agreement and the Disclosure Certificate shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, (ii) the City shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby and (iii) the Bonds shall have been duly confirmed and validated by judgment of the Superior Court of Fulton County, and no appeal shall be pending with respect to such decree of validation.

(b) At or prior to the Closing, the Underwriter shall have received the following documents:

(i) An opinion of Bond Counsel, dated the date of the Closing and addressed to the Underwriter, in substantially the form attached to the Official Statement.

(ii) A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit A.

(iii) An opinion of Meeker Sumner, LLC, Newnan, Georgia, Counsel to the City, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit B.

(iv) An Opinion of Murray Barnes Finister LLP, Underwriter's Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit C.

(v) A certificate of the City, dated the date of Closing, signed by the Mayor of the City in form and substance satisfactory to the Underwriter, to the effect that (A) since September 30, 2010 no material and adverse change has occurred in the financial position of the City, (B) the City has not, since September 30, 2010, incurred any material liabilities other than in the ordinary course of business or as set forth in or contemplated by the Official Statement, (C) the representations and warranties of the City contained herein and in the Bond Resolution are true and correct in all material respects as of the date of Closing, (D) the Bonds have been duly authorized, authenticated, executed and delivered, (E) this Purchase Agreement, the Disclosure Certificate and the Official Statement have been duly authorized, executed and delivered, (F) the Bond Resolution is in full force and effect and has not been modified, amended, revoked or rescinded, (G) the City has performed all of its obligations to be performed hereunder and under the aforementioned documents at or prior to the Closing, (H) the City knows of no event affecting the City that has occurred since the date of the Official Statement that should be disclosed in the Official Statement for the purpose for which it is to be used or that is necessary to disclose therein in order to make the statements and information therein with respect to the City not misleading in any material respect as of the Closing and (I) no event of default or event which with notice or lapse of time or both would become an event of default under this Purchase Agreement or the Bond Resolution has occurred and is continuing.

(vi) A copy of the Official Statement executed by the City by duly authorized officers.

(vii) Executed copies of this Purchase Agreement and the Disclosure Certificate.

(viii) A certified copy of the Bond Resolution of the City authorizing the issuance, sale, execution and delivery of the Bonds and the execution, delivery and performance of this Purchase Agreement and the Disclosure Certificate and authorizing the use of the Preliminary Official Statement and the execution and use of the Official Statement by the Underwriter in connection with the offering of the Bonds and the levy of an ad valorem tax on all taxable property within the City subject to taxation for general obligation bond purposes.

(ix) A certified copy of a transcript of all proceedings related to the validation of the Bonds.

(x) A specimen of the Bonds.

(xi) A letter from Moody's Investor Services, Inc. assigning a rating of "Aa1" to the Bonds and a letter from Standard & Poor's Rating Services, a division of The McGraw-Hill Companies, Inc., assigning a rating of "AAA" to the Bonds.

(xii) A certificate executed by the Mayor of the City, dated the date of Closing, to the effect that on the basis of facts and estimates set forth therein, (A) it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and applicable regulations thereunder and (B) to the best of the knowledge and belief of said officer, such expectations are reasonable.

(xiii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance by the City with the legal requirements, the truth and accuracy, as of the time of Closing, of the representations of the City and the due performance or satisfaction by the City, at or prior to the Closing, of all agreements then required to be performed and all conditions then required to be satisfied by the City at the Closing.

10. The Underwriter shall have the right to cancel its obligation to purchase the Bonds hereunder by notifying the City, in writing or by facsimile, of its election to do so between the date hereof and the Closing if, on or after the date hereof and prior to the Closing:

(a) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the reasonable opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds; or

(b) any legislation, resolution or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Georgia or the City, or a decision by any court of competent jurisdiction within the State of Georgia shall be rendered that, in the reasonable opinion of the Underwriter, materially and adversely affects the market price of the Bonds; or

(c) any action by the Securities and Exchange Commission that would require the registration of the Bonds under the 1933 Act or the qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended (the "TIA"), or it appears in the sole judgment of the Underwriter that the offering of the Bonds would subject it to liability under a federal or state securities law or under common law; or

(d) any event shall have occurred or shall exist that, in the reasonable opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect; or

(e) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including but not limited to (i) the United States engaging in hostilities, or (ii) a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds; or

(f) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, Georgia or New York authorities; or

(g) there shall have occurred any change in the financial condition or affairs of the City the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement; or

(h) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City taken with respect to the issuance and sale thereof; or

(i) the ratings shall have been withdrawn or downgraded; or

(j) the "Blue Sky" or securities commission of any state in the United States shall have withheld registration, exemption, or clearance of the offering of the Bonds, and, in the reasonable judgment of the Underwriter, the effect of the withholding will materially and adversely affect the market price or marketability of the Bonds, or the ability of the Underwriter to enforce agreement for the sale of the Bonds; or

(k) the offering of the Bonds, on the terms and conditions contemplated by this Purchase Agreement and the Official Statement, shall be prohibited by any applicable law or governmental regulation or by order of any court, governmental authority, City, agency, or commission; or

(l) additional material restrictions not in force on the date of this Purchase Agreement shall have been imposed on trading in securities generally by a governmental authority or national association of securities dealers; or

(m) there shall have occurred any event other than those listed above the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse to make it impracticable or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

11. The City agrees to notify the Underwriter of any material adverse change in the City's business, properties or financial condition occurring before the Closing or within 90 days thereafter that would require a revision of the information in the Official Statement in order to make the representations set forth in Section 7(c) hereof true and correct during such period.

12. (a) To the fullest extent permitted by applicable law, the City agrees to indemnify and hold harmless the Underwriter and the other persons described in subsection (b) below against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof), joint or several, to which the Underwriter or the other persons described in subsection (b) below (the "Indemnified Parties") may become subject under any federal or state securities laws or other statutory law or at common law or otherwise, caused by or arising out of or based upon (i) any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement, or caused by any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact required to be stated therein or necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading or (ii) the failure to register the Bonds under the 1933 Act or any state securities laws or the failure to qualify the Bond Resolution under the TIA. Notwithstanding the foregoing, however, the City shall not be required to indemnify or hold harmless the Indemnified Parties against any losses, damages, expenses, liabilities or claims arising from the gross negligence or willful misconduct of the party seeking such indemnity.

(b) To the fullest extent permitted by applicable law, the indemnity provided under this Section 12 shall extend upon the same terms and conditions to each officer, director, employee, agent or attorney of the Underwriter, and each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act. Such indemnity shall also extend, without limitation and to the fullest extent permitted by applicable law, to any and all expenses whatsoever reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and shall include, to the fullest extent permitted by applicable law, any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of the City.

(c) Within a reasonable time after an Indemnified Party under paragraphs (a) and (b) of this Section 12 shall have become aware of a written threat of such action or shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which an indemnity may be claimed, such Indemnified Party shall, if a claim for indemnity in respect thereof is to be made against the City under this Section 12, notify the City in writing of the commencement thereof. The City shall be entitled to participate at its own expense in the defense, and if the City so elects within a reasonable time after receipt of such notice, or all Indemnified Parties seeking indemnification in such notice so direct, the City shall assume the defense of any suit brought to enforce any such claim, and in either such case, such defense shall be conducted by counsel chosen promptly by the City and reasonably satisfactory to the Indemnified Party; provided however, that, if the defendants in any such action include such an Indemnified Party, the City or include more than one Indemnified Party and any such Indemnified Party shall have been advised by its counsel that there may be legal defenses available to such Indemnified Party that are different from or additional to those available to the City or another defendant Indemnified Party, and that in the reasonable opinion of such counsel are sufficient to make it undesirable for the same counsel to represent such Indemnified Party, the City, or another defendant Indemnified Party, such Indemnified Party shall have the right to employ separate counsel in such action (and the City shall not be entitled to assume the defense thereof on behalf of such Indemnified Party), and in such event the reasonable fees and expenses of such counsel shall be borne by the City to the fullest extent permitted by applicable law. Nothing contained in this paragraph (c) shall preclude any Indemnified Party, at its own expense, from retaining additional counsel to represent such party in any action with respect to which indemnity may be sought from the City hereunder.

(d) If the indemnification provided for in paragraphs (a) and (b) of this Section 12 is unavailable to or insufficient to hold harmless and indemnify any Indemnified Party in respect of any losses, damages, expenses, liabilities, or claims (or actions in respect thereof) referred to therein, then the City, on the one hand, to the fullest extent permitted by applicable law, and the Underwriter, on the other hand, shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, expenses, actions or liabilities in such proportion as is appropriate to reflect the relative benefits received by the City on the one hand and the Underwriter on the other hand from the offering of the Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the City, to the fullest extent permitted by applicable law, on the one hand and the Underwriter on the other hand, shall contribute to such amount paid or payable by the Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the City on the one hand and the Underwriter on the other in connection with the statements or omissions that resulted in such losses, claims, damages, expenses, actions or liabilities, as well as any other relevant equitable considerations.

The relative benefits received by the City on the one hand and the Underwriter on the other hand shall be deemed to be in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the fee payable to the Underwriter hereunder bears to the aggregate public offering price as described above, and the City is responsible for the balance to the fullest extent permitted by applicable law.

The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the City on the one hand or the Underwriter on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The City and the Underwriter agree that it would not be just and equitable if contribution pursuant to subsection (d) of this Section were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above in subsection (d) of this Section. The amount paid or payable by an Indemnified Party as a result of the losses, damages, expenses, liabilities, claims or actions referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim.

13. The indemnity and contribution provided by Section 12 hereof shall be in addition to any other liability that the City may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Underwriter and each other Indemnified Party, and their respective successors, assigns and legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Purchase Agreement. The indemnity and contribution provided by Section 12 hereof shall survive the termination or performance of this Purchase Agreement.

14. All representations, warranties and agreements of the City set forth in or made pursuant to this Purchase Agreement, other than to the extent known to the Underwriter on the date hereof, shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

15. The "costs of issuance" are the City's expenses and shall be paid from the proceeds of the Bonds. Costs of issuance shall mean all costs of issuing and offering the Bonds including, but not limited to the following: (i) the cost of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Agreement, the Disclosure Certificate, the Bond Resolution, the Preliminary Official Statement, the Official Statement, and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby; (ii) the cost of the preparation, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of Bond Counsel, City Counsel, Underwriter's Counsel and any other experts retained by the City, including, but not limited to auditors, developers, engineers and architects; (iv) the initial or acceptance fee of the paying agent fees and other funds custodian fees; (v) the fee for rating the Bonds; (vi) the cost of qualifying the Bonds and determining their eligibility for investment under the laws of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of Disclosure Counsel in connection with such qualification and determination; (vii) the cost of validation of the Bonds; (ix) the cost of preparing and publishing all advertisements relating to the Bonds upon commencement of the offering of the Bonds; and (x) the cost of travel.

16. This Purchase Agreement shall, to the fullest extent permitted by applicable law, inure to the benefit of the City, the Underwriter and each of their respective successors and assigns, and be binding upon the City, the Underwriter, and the successors and assigns of the Underwriter. Nothing in this Purchase Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 12 hereof, and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Purchase Agreement or any provision herein contained. This Purchase Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 12 hereof, and their respective successors, assigns and legal representatives, and for the benefit of no other person, firm or corporation. No purchaser who purchases the Bonds from the Underwriter or other person or entity shall be deemed to be a successor merely by reason of such purchase.

17. Any notice or other communication to be given to the City under this Purchase Agreement may be given by delivering the same in writing to the following address: Peachtree City, Georgia, 151 Willowbend Road, Peachtree City, Georgia 30269, Attn: City Manager.

18. This Purchase Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia.

19. This Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

20. This Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

ROBERT W. BAIRD & CO., INC.

By: ______________________________

Todd L. Barnes
Managing Director

Accepted and agreed to as of the date first above written:

PEACHTREE CITY, GEORGIA

By: ______________________________

Donnie O. Haddix
Mayor

SCHEDULE I

TERMS OF BONDS

MATURITIES, AMOUNTS, INTEREST RATES, YIELDS AND PRICES

January 1 of the Year	Amount	Rate	Yield	Price
2012				
2013				
2014				
2015				
2016				
2017				
2018				
2019				

Exhibit A to Purchase Agreement

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

Mayor and City Council of Peachtree City
Peachtree City, Georgia

U.S. Bank National Association
Atlanta, Georgia

Robert W. Baird & Co., Inc.
Atlanta, Georgia

Re: $**[Principal Amount]** Peachtree City General Obligation Refunding Bonds, Series 2011

To the Addressees:

We have acted as Bond Counsel to Peachtree City, Georgia (the "City") in connection with the issuance of the above-referenced bonds (the "Bonds"). We have examined the Official Statement, dated October 6, 2011 (the "Official Statement"), relating to the Bonds, and such other documents, instruments and certificates of public officials as we have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. Terms used and not otherwise defined herein shall have the meanings assigned to them in the Official Statement.

Based upon the examinations, certificates and provisions referred to above, we are of the view, as of the date hereof and under existing law, as follows:

(1) No registration of the Bonds under the Securities Act of 1933, as amended, and no qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with sale of the Bonds to the public.

(2) We have reviewed the portions of the Official Statement appearing under the captions "THE SERIES 2011 BONDS" (except the information under the subheading "– Book-Entry System of Registration," as to which we gave no opinion); "SECURITY AND SOURCES OF REPAYMENT FOR THE BONDS" and "TAX EXEMPTION" and

"LEGALITY" and are of the opinion that the statements made under such captions fairly summarize the matters purported to be summarized therein. We express no further opinion regarding the accuracy of the Official Statement or its sufficiency for any purpose. This letter speaks as of its date, and we have not agreed to notify you of any change in law or fact after the date hereof which might change any of the views expressed herein. This letter is solely for the benefit of the addressees and may not be relied upon by, or furnished to, any person or entity without our written consent in each instance.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:____________________________________
A Partner

Exhibit B to Purchase Agreement

FORM OF OPINION OF COUNSEL TO THE CITY

[Closing Date]

Mayor and Council of Peachtree City
Peachtree City, Georgia

Murray Barnes Finister LLP
Atlanta, Georgia

Robert W. Baird & Co., Inc.
Atlanta, Georgia

U.S. Bank National Association
Atlanta, Georgia

Re: $**[Principal Amount]** Peachtree City General Obligation Refunding Bonds, Series 2011

To the Addressees:

We have acted as counsel to Peachtree City, Georgia (the "City") in connection with the issuance of $**[Principal Amount]** in aggregate principal amount of the City's General Obligation Refunding Bonds, Series 2011 (the "Bonds"). In this capacity, we have examined such matters of law, documents, instruments and proceedings of the City as we have considered necessary to render the opinions set forth below, including but not limited to the following:

(i) the resolution of the Mayor and Council of the City, adopted on October 6, 2011 (the "Bond Resolution");

(ii) the Preliminary Official Statement, dated September 27, 2011, (the "Preliminary Official Statement") and the Official Statement, dated October 6, 2011 (the "Official Statement");

(iii) the Bond Purchase Agreement, dated October 6, 2011 (the "Purchase Agreement"), between the City and Robert W. Baird & Co., Inc. (the "Underwriter");

(iv) the Continuing Disclosure Certificate, dated October 6, 2011 (the "Disclosure Certificate"); and

(v) a certified copy of the transcript of the validation proceeding concluded in the Superior Court of Fayette County, Georgia, relating to the Bonds.

All terms used herein, unless otherwise defined herein, have the meaning assigned to them in the Official Statement.

Based upon such examination, and such other examinations as we have deemed appropriate in rendering this opinion, we are of the opinion that:

(A) The City is a municipal corporation of the State of Georgia, duly created and validly existing under the laws and Constitution of the State of Georgia and is authorized under the laws of the State of Georgia to (i) adopt the Bond Resolution and perform its obligations thereunder; (ii) issue, execute, deliver and perform its obligations under the Bonds; (iii) execute, deliver and perform its obligations under the Purchase Agreement and the Disclosure Certificate (collectively, the "City Documents"); (iv) execute, deliver and distribute the Official Statement; (v) carry out and consummate all of the transactions contemplated on its part by the City Documents and the Official Statement; and (vi) levy and collect an ad valorem tax to pay the Bonds.

(B) The Bond Resolution has been duly adopted by the City and is a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

(C) The Bonds have been duly authorized, executed and delivered by the City and are legal, valid and binding general obligations of the City, payable from an ad valorem tax, without limitation as to rate or amount levied on all property, including real property, within the corporate limits of the City subject to taxation for general obligation bond purposes.

(D) The City Documents have been duly authorized, executed and delivered by the City and are legal, valid and binding obligations of the City, enforceable in accordance with their terms.

(E) The Mayor and City Council of the City have levied on all property, including real property, within the corporate limits of the City subject to taxation for general obligation bond purposes an ad valorem tax, without limitation as to rate or amount, as may be necessary to pay the principal of and interest on the Bonds as the same become due.

(F) The Bonds have been duly confirmed and validated by the judgment of the Superior Court of Fayette County, and no appeals are pending with respect to such decree of validation.

(G) The use and distribution of the Preliminary Official Statement and the Official Statement and the execution and distribution of the Official Statement have been duly authorized by the City. The Official Statement has been duly executed and delivered by the City.

(H) The adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the City Documents, the execution and distribution of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the City Documents and the Official Statement will not conflict with or constitute on the part of the City a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the City is a party or by which it or its property is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its property.

(I) All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the City as of the date hereof in connection with the adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the City Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of all of the transactions contemplated on its part by the City Documents and the Official Statement have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "blue sky" laws.

(J) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the City (or, to our knowledge, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from (A) issuing the Bonds, (B) levying or collecting an ad valorem tax to pay the Bonds or (C) functioning; (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices; or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the tax-exempt status of the Bonds or the enforceability of the Bond Resolution, the Bonds, the City Documents or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the City Documents and the Official Statement; or (B) materially adversely affect the (1) financial condition or results of operations of the City, (2) powers of the City, (3) security for the Bonds; or (4) the transactions contemplated by the City Documents and the Official Statement.

(K) As counsel to the City, we have rendered legal advice and assistance to the City in the course of the issuance of the Bonds. This assistance involved, among other things, discussions and inquiries concerning various legal matters and review of various documents relating to the offering. While we do not pass upon or assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement, nothing has come to our attention which causes us to believe that any portion of the Preliminary Official Statement or the Official Statement (other than the statistical and financial data included therein and the financial statements and related notes attached thereto as Appendix A, as to which we express no view) contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(L) The Refunded Bonds are no longer outstanding under the resolution pursuant to which they were issued.

The enforceability of the Bond Resolution, the Bonds and the City Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

Very truly yours,

SUMNER MEEKER, LLC

By:____________________________________
A Partner

Exhibit C to Purchase Agreement

FORM OF CLOSING OPINION OF UNDERWRITER'S COUNSEL

[Closing Date]

Robert W. Baird & Co., Inc.
Atlanta, Georgia

Re: $[**Principal Amount**] Peachtree City General Obligation Refunding Bonds, Series 2011

To the Addressee:

We have acted as Underwriter's Counsel to you as underwriter in connection with the Bond Purchase Agreement, dated October 6, 2011 (the "Purchase Agreement"), between Peachtree City, Georgia (the "City") and you, providing for the sale of the captioned bonds (the "Bonds"). In such capacity, we have examined a signed copy of the Official Statement, dated October 6, 2011, with respect to the Bonds (the "Official Statement"), the Purchase Agreement and such other documents, instruments and certificates of public officials as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all documents submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

Based upon such examinations and premises, we are of the opinion, as of this date, that no registration of the Bonds under the Securities Act of 1933, as amended (the "1933 Act"), or qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with the sale of the Bonds to the public.

We have rendered legal advice and assistance to the City in the course of the preparation of the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters and the review of documents referred to above. We have also participated in conferences with your representatives and representatives of the City during which the contents of the Official Statement and related matters were discussed and reviewed. The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Official Statement are such, however, that we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement.

On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you that nothing came to our attention that caused us to believe that the Official Statement (other than the statistical and financial data included therein and in the Appendices attached thereto, the information relating to The Depository Trust Company and the book-entry system of registration included therein and Appendix A attached thereto, as to which we express no view) as of the date thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We are members of the State Bar of Georgia. Our opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters so stated. This opinion is intended solely for the use of the addressees and their permitted successors and/or assigns and may not be relied upon for any other purpose or by any other person for any purpose without our prior written consent. We expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:______________________________________
A Partner

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.S.

DATE: **September 29, 2011**

SUBJECT: **Supplemental Bond Resolution- Series 2011 Citywide Capital Improvements and Refinancing of existing debts**

October 6, 2011 City Council Meeting

Recommendation:
Adopt the attached Supplemental Bond Resolution for the Series 2011 Public Facilities Authority Bond.

Discussion:
At the August 18 City Council Meeting, Council adopted a resolution authorizing issuance of the Series 2011 Revenue Bond for citywide capital improvements and refinancing of existing debt, and approving an intergovernmental agreement with the Peachtree City Public Facilities Authority. Since that time, the city has completed a Preliminary Official Statement (POS) for the bond issue and has also undergone a credit rating process with both Moody's Investors Service and Standard and Poors; a process that is necessary for pricing the bonds on the open market. Prior to the rating process, Moodys had recalibrated their rating criteria and, as a result, the city's credit rating was increased from Aa2 to Aa1. This rating was maintained by Moodys after the interviews and analyses conducted last week for this bond issue. Staff is also pleased to report that the city's AAA credit rating with Standard and Poors was also maintained, despite the severe economic downturn that occurred since they last rated the city in 2008. The bonds will be priced on the open market on October 5 and the winning bid will be announced at the October 6 City Council Meeting, along with final savings information on the refunding of existing debts.

By adopting the supplemental resolution, the city will (a) approve the final pricing terms of the bond (b) approve the Bond Purchase Agreement, (c) ratify use of the POS and approve the preparation, distribution and execution of the final Official Statement (OS), and (d)approve the execution of a continuing disclosure certificate.

The closing date for this transaction will be finalized once arrangements can be made with the financial institution that wins the bid. Staff expects closing to take place by the end of October.

Budgetary Impact:

Funding for the debt service on the bonds is included in the FY 2012 Budget.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.S.
Public Services Director

DATE: **September 29, 2011**

SUBJECT: **Revised contract with Keep Peachtree City Beautiful**

October 6, 2011 City Council Meeting

Recommendation:
Approve the attached contract with Keep Peachtree City Beautiful.

Discussion:
The city currently has several separate agreements with Keep Peachtree City Beautiful, which have now all been consolidated into this single document. The separate contracts being consolidated include vehicle lease(s), lease for space at the city's Public Works facility, and operation of the city's recycling center. The contract also allows for more direct control by KPTCB over management of their budgeted funds, but also requires them to undergo an annual audit that will continue to be funded by the city. They will also be reported as a component unit on the city's financial statements. Operations of KPTCB will continue as usual.
The contract was drafted by the City Attorney and has been reviewed by both KPTCB and city staff, who will be available to answer any questions at the meeting.

Budgetary Impact:
N/A

SUPPLEMENTAL RESOLUTION OF THE MAYOR AND CITY COUNCIL OF PEACHTREE CITY APPROVING AND AUTHORIZING, AMONG OTHER THINGS, THE EXECUTION, DELIVERY AND PERFORMANCE OF A BOND PURCHASE AGREEMENT WITH THE CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY AND ROBERT W. BAIRD & CO., INC. AND RATIFICATION AND APPROVAL OF THE PRELIMINARY OFFICIAL STATEMENT AND THE OFFICIAL STATEMENT RELATING TO THE BONDS

WHEREAS, the City of Peachtree City Public Facilities Authority (the "Authority") authorized the issuance of up to $6,000,000 in aggregate principal amount of its Revenue Bonds (Peachtree City Projects), Series 2011 (the "Bonds"), in a resolution duly adopted at a meeting held on August 18, 2011 (the "Original Bond Resolution"); and

WHEREAS, the Original Bond Resolution provides that the Bonds shall bear interest at rates not to exceed 5.0% per annum; and

WHEREAS, the Original Bond Resolution provides that the principal amount of the Bonds maturing in each year (through the operation of a sinking fund or otherwise), the interest rate on each such maturity, and the optional and mandatory redemption provisions applicable thereto will be determined by the Authority in a supplemental resolution and that the Authority shall further ratify the execution, delivery and distribution of a Preliminary Official Statement in connection with the sale of the Bonds and approve the execution, delivery and distribution of an Official Statement related to the Bonds; and

WHEREAS, the Authority determined the principal amount of the Bonds maturing in each year, the interest rate on each such maturity, and the optional and mandatory redemption provisions applicable thereto in a resolution duly adopted at a meeting held on October 6, 2011 (the "Supplemental Bond Resolution"); and

WHEREAS, it is proposed that the Mayor and City Council of Peachtree City, Georgia (the "City") approve the terms provided in the Supplemental Bond Resolution; and

WHEREAS, it is also proposed that the City authorize the execution, delivery and performance of a Bond Purchase Agreement, dated the date hereof (the "Bond Purchase Agreement"), among the Authority, the City and Robert W. Baird & Co., Inc., (the "Underwriter"), providing for the sale of the Bonds to the Underwriter; and

WHEREAS, it is also proposed that the City ratify the use and distribution of the Preliminary Official Statement, dated September 28, 2011 (the "Preliminary Official Statement"), ratify the execution, delivery and performance of a 15c2-12 Certificate, dated the date of the Preliminary Official Statement (the "15c2-12 Certificate") and authorize the execution, use and distribution of the Official Statement, dated the date issuance of the Bonds (the "Official Statement"); and

WHEREAS, it is also proposed that the City authorize the execution, delivery and performance of a Continuing Disclosure Certificate, dated the date of issuance of the Bonds (the "Disclosure Certificate").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of Peachtree City, Georgia, and it is hereby resolved by the authority of the same, as follows:

Section 1. Receipt of Supplemental Bond Resolution Acknowledged. The Mayor and Council of the City hereby acknowledge receipt of a copy of the Supplemental Bond Resolution, and hereby approve the terms and provisions thereof, including the final pricing terms of the Bonds.

Section 2. Authorization of Bond Purchase Agreement. The execution, delivery and performance of the Bond Purchase Agreement are hereby authorized. The Mayor and the City Clerk are hereby authorized to execute and deliver the Bond Purchase Agreement on behalf of the City. The Bond Purchase Agreement shall be in substantially the form attached hereto as Exhibit A with such minor changes, insertions or omissions as may be approved by the Mayor and the Clerk of the City, and the execution of the Bond Purchase Agreement by the Mayor and the Clerk of the City, as hereby authorized, shall be conclusive evidence of any such approval. The Bond Purchase Agreement is by this reference thereto incorporated herein and spread upon the minutes of the City.

Section 3. Authorization of Continuing Disclosure Certificate. The execution, delivery and performance of the Disclosure Certificate are hereby authorized. The Mayor is hereby authorized to execute and deliver the Disclosure Certificate on behalf of the City. The Disclosure Certificate shall be in substantially the form attached hereto as Exhibit C to the Preliminary Official Statement with such minor changes, insertions or omissions as may be approved by the Mayor and City Council, and the execution of the Disclosure Certificate by the Mayor, as hereby authorized, shall be conclusive evidence of any such approval. The Disclosure Certificate is by this reference thereto incorporated herein and spread upon the minutes.

Section 4. Authorization of 15c2-12 Certificate. The execution and delivery of the 15c2-12 Certificate, deeming the Preliminary Official Statement final for purposes of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended, are hereby ratified and approved.

Section 5. Ratification of Preliminary Official Statement. The use and distribution of the Preliminary Official Statement presented at this meeting are hereby ratified and approved. The execution, use and distribution of the Official Statement are hereby authorized. The Official Statement shall be in substantially the form of the Preliminary Official Statement, subject to such minor changes, insertions or omissions as may be approved by the Mayor and City Council, and the execution of the Official Statement by the Mayor, as hereby authorized, shall be conclusive evidence of any such approval.

Section 6. Repeal of Conflicting Resolutions. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

Section 7. Effective Date. This resolution shall be effective immediately upon its adoption.

This 6th day of October, 2011.

PEACHTREE CITY, GEORGIA

(SEAL)

By:____________________________________
Mayor

Attest:

By:____________________________
Clerk

CLERK'S CERTIFICATE.

The undersigned Clerk of Peachtree City, Georgia (the "City"), DOES HEREBY CERTIFY that the foregoing pages constitute a true and correct copy of the resolution adopted by the Mayor and City Council of the City at an open public meeting duly called and lawfully assembled on the 6th day of October, 2011 supplementing a resolution authorizing the execution of an Intergovernmental Contract, the original of said resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

WITNESS my hand and the official seal of the City this the 6th day of October, 2011.

____
Clerk

(SEAL)

CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY
REVENUE BONDS (PEACHTREE CITY PROJECTS)
SERIES 2011

October 6, 2011

BOND PURCHASE AGREEMENT

Mayor and City Council, Peachtree City
Attention: Mayor
151 Willowbend Road
Peachtree City, Georgia 30269

City of Peachtree City Public Facilities Authority
Attention: Chairperson
151 Willowbend Road
Peachtree City, Georgia 30269

To the Addressees:

The undersigned, Robert W. Baird & Co., Inc. (the "Underwriter"), hereby offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with Peachtree City, Georgia (the "City") and the City of Peachtree City Public Facilities Authority (the "Authority") for the purchase by the Underwriter and the sale by the Authority of $[**Principal Amount**] in aggregate principal amount of City of Peachtree City Public Facilities Authority Revenue Bonds (Peachtree City Projects), Series 2011 (the "Bonds"). This offer is made subject to acceptance by the City and the Authority of this Purchase Agreement, which acceptance shall be evidenced by the execution of this Purchase Agreement by the City and the Authority prior to 12:00 Midnight, Atlanta, Georgia time on October 6, 2011. Upon such acceptance and execution, this Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City, the Authority and the Underwriter. Capitalized terms used herein not otherwise defined herein have the meanings assigned to them in the Bond Resolution referred to in Section 2 hereof.

1. Upon the terms and conditions and based on the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Authority for re-offering to the public, and the Authority hereby agrees to sell to the Underwriter, all (but not less than all) of the Bonds, at the purchase price of $__________ (which is equal to par, less a Underwriter's discount of $__________, plus an original issue premium of $____________).

2. The Bonds shall be as described in, and shall be authorized by, and secured pursuant to a Bond Resolution adopted by the Board of Directors of the Authority on August 18, 2011, as supplemented on October 6, 2011 (together, the "Bond Resolution"). The

City approved the issuance of the Bonds by a resolution adopted by its Mayor and City Council on August 18, 2011, as supplemented on September ___, 2011 and October 6, 2011 (the "City Resolution"). The Bonds shall be secured by an Intergovernmental Contract, entered into as of October 1, 2011, between the City and the Authority (the "Contract") pursuant to which the City has agreed to make payments to the Authority in amounts sufficient to pay the principal of and interest on the Bonds. The Bonds shall bear interest at the rates and shall mature in the amounts and on the dates set forth in Schedule I hereof.

3. The proceeds to be received by the Authority from the sale of the Bonds will be used for financing (a) the refunding of (i) the $2,350,000 Peachtree City and Peachtree City Governmental Finance Corporation Master Lease and Option Agreement, outstanding at September 1, 2011 in the amount of $1,886,697.54 (the "Note") and (ii) the $1,279,630 Master Equipment Lease-Purchase Agreement, Schedule No. 4, outstanding at September 1, 2011 in the amount of $746,765.97 (the "Energy Performance Contract" and together with the Note, the "Refunded Obligations"), (b) the acquisition, construction, improvement, renovation, installation, equipping and expanding of certain existing governmental facilities of Peachtree City, Georgia (collectively, the "Projects") and (c) the costs of issuing the Bonds.

4. The Underwriter intends to offer the Bonds at prices not in excess of the offering price or prices (or yields) set forth in Schedule I hereof. The Underwriter, however, reserves the right to change such offering price or prices (or yields) as the Underwriter shall deem necessary in connection with the marketing of the Bonds.

5. The City and the Authority have caused to be prepared a Preliminary Official Statement, dated September 28, 2011, (such Preliminary Official Statement, including the cover page and all appendices thereto, and any amendments and supplements thereto that may be authorized by the Authority for use with respect to the Bonds, being herein called the "Preliminary Official Statement"), which the City and the Authority have authorized to be circulated, and the City and the Authority hereby consent to the use of the Preliminary Official Statement by the Underwriter prior to the date hereof in connection with the offering of the Bonds. The City and the Authority hereby certify to the Underwriter that the Preliminary Official Statement, as of its date, was final except for information concerning the offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity and delivery dates. Within seven (7) business days after the acceptance and execution of this Purchase Agreement by the City and the Authority, the Underwriter shall have printed copies (in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 (the "Rule") of the Securities Exchange Act of 1934, as amended (the "1934 Act"), and the rules of the Municipal Securities Rulemaking Board) of an Official Statement, dated the date hereof, substantially in the form of the Preliminary Official Statement, with only such changes therein or modifications thereof (including without limitation any changes in or modifications of any of the appendices thereto) as shall have been accepted and approved by the Underwriter in its discretion (such Official Statement, including the cover page and all appendices thereto and any amendments and supplements thereto that may be authorized by the City and the Authority for use with respect to the Bonds being herein called the "Official Statement"). The Official Statement shall be executed on behalf of the City by the Mayor of the City Council (the "Mayor") and on behalf of the Authority by its Chairman (the "Authority Chairman"). The City

and the Authority hereby consent to the use of copies of the Official Statement, the Bond Resolution and other pertinent documents in connection with the offering and sale of the Bonds.

In order to assist the Underwriter in complying with the Rule, the City, as the obligated person on behalf of the Authority, has covenanted for the benefit of the owners of the Bonds to provide in electronic format to the Electronic Municipal Market Access System (i) notices of the occurrence of certain events within ten business days of their occurrence and (ii) certain financial information and operating data relating to the City pursuant to a Continuing Disclosure Certificate, dated the date hereof (the "Disclosure Certificate"), a form of which is attached to the Official Statement.

6. The City hereby represents and warrants to and covenants with the Underwriter as follows:

(a) The City is a municipal corporation of the State of Georgia duly created and validly existing pursuant to the Constitution and laws of the State of Georgia.

(b) The City is authorized under the laws of the State of Georgia to (i) refund the Refunded Obligations and to acquire, construct and equip the Projects; (ii) execute, deliver and perform its obligations under this Purchase Agreement and to acquire, construct and equip the Projects; (iii) execute, deliver and perform its obligations under the Contract; (iv) execute and distribute the Official Statement; and (v) carry out and consummate all of the transactions contemplated on its part hereby and by each of the aforementioned documents.

(c) The City has duly adopted the City Resolution and has duly authorized all actions required to be taken by it for the (i) execution, delivery and performance of its obligations under this Purchase Agreement; (ii) execution, delivery and performance of its obligations under the Contract; (iii) execution and distribution of the Official Statement; and (iv) carrying out and consummation of all of the transactions contemplated on its part by this Purchase Agreement, the Contract and the Official Statement.

(d) The City Resolution is, and this Purchase Agreement and the Contract, when executed and delivered, will constitute, the legal, valid and binding obligations of the City, enforceable in accordance with their respective terms.

(e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the City, threatened against or affecting the City (or, to the knowledge of the City, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from (A) collecting or pledging the Pledged Revenues or (B) functioning; (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices; or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the (1) powers of the City, (2) validity or enforceability of the Bonds, the City Resolution, this Purchase Agreement, the Contract, the Disclosure Certificate or any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Purchase Agreement and the Official Statement or (3) security for the Bonds; or (B) materially adversely affect the transactions contemplated by this Purchase Agreement, the contract and the Official Statement.

(f) The adoption of the City Resolution and the performance of its obligations thereunder, the execution, delivery and performance of its obligations under this Purchase Agreement and the Contract, the execution and distribution of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by this Purchase Agreement, the Contract and the Official Statement will not conflict with or constitute on the part of the City a violation of, breach of or default under (i) its charter or any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the City is a party or by which it or its property is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its property.

(g) The City is not in breach of or default under the City Resolution or any (i) constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the City is a party or by which it or its property is bound or (ii) order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its property, which breach or default would in any way materially adversely affect the performance of its obligations under the City Resolution, the execution, delivery or performance of its obligations under this Purchase Agreement and the Contract, the execution or distribution of the Official Statement or the carrying out and consummation of all of the transactions contemplated on its part by this Purchase Agreement, the Contract and the Official Statement, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(h) All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the City as of the date hereof in connection with the adoption of the City Resolution and the performance of its obligations thereunder, the execution, delivery and performance of its obligations under this Purchase Agreement, the Contract and the Disclosure Certificate, the execution and distribution of the Official Statement, and the carrying out and consummation of all of the transactions contemplated on its part by this Purchase Agreement, the Contract, the Disclosure Certificate and the Official Statement have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "blue sky' laws.

(i) The City agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States of America as the Underwriter may request.

(j) The information contained in the Preliminary Official Statement was, and such information contained in the Official Statement will be, at all times subsequent hereto to and including the date of the Closing (as defined in Section 8 hereof), true and correct in all material respects and does not contain and, at all such times, will not contain any untrue statement of a material fact and does not omit, and at all such times, will not omit, to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(k) The financial statements of the City attached as Appendix B to the Official Statement are complete and correct and present fairly the financial position of the City as of the dates indicated therein and the results of operations and changes in financial position for the periods specified therein, and such financial statements have been prepared in conformity with generally accepted accounting principles consistently applied throughout the periods presented.

(l) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the City's knowledge, threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.

(m) Any certificate signed by an authorized officer of the City delivered to the Underwriter shall be deemed a representation and warranty by the City to the Underwriter as to the statements made therein.

(n) The City has not received any notice, directly or indirectly, from the Internal Revenue Service ("IRS"), the Department of the Treasury, or any other court, tribunal or governmental agency contesting or questioning in any way the exclusion from federal income taxation of the interest due on the Refunded Obligations.

(o) The City is not in default and has not been in default at any time as to principal or interest, with respect to any obligation issued by the City.

(p) The City is in compliance with its obligations under the Rule.

(q) The City has not created a lien on the Pledged Revenues except as described in the Official Statement. There are no other obligations secured by the Pledged Revenues, except as described in the Official Statement.

(r) The City acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the City, the Authority and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the City, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the City with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the City on other matters) and the Underwriter has no obligation to the City with respect to the offering contemplated hereby except the obligations expressly set forth in this Purchase Agreement, and (iv) the City has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

7. The Authority hereby represents and warrants to and covenants with the Underwriter as follows:

(a) The Authority is a public body corporate and politic of the State of Georgia duly created and validly existing pursuant to the laws of the State of Georgia.

(b) The Authority is authorized under the laws of the State of Georgia to (i) adopt the Bond Resolution and perform its obligations thereunder; (ii) issue, execute, deliver and perform its obligations under the Bonds; (iii) execute, deliver and perform its obligations under this Purchase Agreement and the Contract; (iv) execute and distribute the Official Statement; and (v) carry out and consummate all of the transactions contemplated on its part hereby and by each of the aforementioned documents. This Purchase Agreement and the Contract are collectively referred to herein as the "Authority Documents."

(c) The Authority has duly adopted the Bond Resolution and has duly authorized all actions required to be taken by it for the (i) issuance, execution, delivery and performance of its obligations under the Bonds; (ii) execution, delivery and performance of its obligations under the Authority Documents; (iii) execution and distribution of the Official Statement; and (iv) carrying out and consummation of all of the transactions contemplated on its part by the Authority Documents and the Official Statement.

(d) The Bond Resolution is, and the Authority Documents, when executed and delivered, will constitute, the legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms. The Bonds, when issued, delivered and paid for as herein provided, will constitute the legal, valid and binding limited obligations of the Authority, enforceable in accordance with their terms and entitled to the benefits and security of the Bond Resolution. The Bonds shall be limited obligations of the Authority, payable from and secured by a lien on the Pledged Revenues.

(e) The Authority will apply the proceeds from the sale of the Bonds as specified in the Bond Resolution, the Authority Documents and the Official Statement.

(f) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Authority, threatened against or affecting the Authority (or, to the knowledge of the Authority, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from (A) issuing the Bonds, (B) collecting or pledging the Pledged Revenues or (C) functioning; (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices; or (iii) wherein an unfavorable decision, ruling or finding would (A) adversely affect the

(1) powers of the Authority, (2) validity or enforceability of the Bonds, the Bond Resolution, the Authority Documents or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in the consummation of the transactions contemplated by the Authority Documents and the Official Statement or (3) security for the Bonds; or (B) materially adversely affect the transactions contemplated by the Authority Documents and the Official Statement.

(g) The adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the Authority Documents, the execution and distribution of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the Authority Documents and the Official Statement will not conflict with or constitute on the part of the Authority a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Authority is a party or by which it or its property is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its property.

(h) The Authority is not in breach of or default under the Bond Resolution or any (i) constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Authority is a party or by which it or its property is bound or (ii) order, rule or regulation of any court or governmental agency or body having jurisdiction over the Authority or any of its property, which breach or default would in any way materially adversely affect the performance of its obligations under the Bond Resolution, the issuance, execution, delivery or performance of its obligations under the Bonds, the execution, delivery or performance of its obligations under the Authority Documents, the execution or distribution of the Official Statement or the carrying out and consummation of all of the transactions contemplated on its part by the Authority Documents and the Official Statement, and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default.

(i) All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Authority as of the date hereof in connection with the adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the Authority Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of all of the transactions contemplated on its part by the Authority Documents and the Official Statement have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "blue sky" laws.

(j) The Authority agrees to cooperate with the Underwriter and its counsel in any endeavor to qualify the Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States of America as the Underwriter may request.

(k) The information with respect to the Authority contained in the Preliminary Official Statement was, and such information contained in the Official Statement will be, at all times subsequent hereto to and including the date of the Closing, true and correct in all material respects and does not contain and, at all such times, will not contain any untrue statement of a material fact and does not omit, and at all such times, will not omit, to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

(l) Neither the Authority nor anyone acting on its behalf has, directly or indirectly, offered the Bonds for sale to, or solicited any offer to buy the same from, anyone other than the Underwriter.

(m) Neither the Securities and Exchange Commission nor any state securities commission has issued or, to the best of the Authority's knowledge, threatened to issue, any order preventing or suspending the use of the Preliminary Official Statement or the Official Statement.

(n) Any certificate signed by an authorized officer of the Authority delivered to the Underwriter shall be deemed a representation and warranty by the Authority to the Underwriter as to the statements made therein.

(o) The Authority is not in default and has not been in default at any time as to principal or interest, with respect to any obligation issued by the Authority.

(p) The Authority has never failed to satisfy any obligation under the Rule.

(q) The Authority has not created a lien on the Pledged Revenues except as described in the Official Statement. There are no obligations secured by the Pledged Revenues, except as described in the Official Statement.

(r) The Authority acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Authority, the City and the Underwriter, (ii) in connection therewith and with the discussions, undertakings, and procedures leading up to the consummation of this transaction, the Underwriter is and has been acting solely as a principal and is not acting as the agent or fiduciary of the Authority, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings, and procedures leading thereto (regardless of whether the Underwriter has provided other services or is currently providing other services to the Authority on other matters) and the Underwriter has no obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Agreement, and (iv) the Authority has consulted its own legal, financial, and other advisors to the extent it has deemed appropriate.

8. At 10:00 A.M., Atlanta, Georgia time, on October 27, 2011 (the "Closing"), or at such other time or at such other date as shall have been mutually agreed upon by the City and the Authority and the Underwriter, the Authority will deliver, or cause to be delivered, to or upon the order of the Underwriter the Bonds, and the Underwriter will pay the purchase price of the Bonds. Payment for the Bonds shall be made in immediately available funds by check or by bank wire transfer payable to the order of the Authority (or as otherwise directed by the City and the Authority prior to the Closing). If the Authority fails to deliver the Bonds to the Underwriter as provided herein, or if, at the Closing, any of the conditions specified in Sections 9 and 10 hereof shall not have been fulfilled to the satisfaction of the Underwriter, the Underwriter may elect to be relieved of any further obligations under this Purchase Agreement without thereby waiving any other rights the Underwriter may have under this Purchase Agreement.

The Closing shall be held at the offices of Murray Barnes Finister LLP, 3350 Peachtree Road, Suite 1140, Atlanta, Georgia, except that physical delivery of the Bonds shall be made to, or for the account of, The Depository Trust Company ("DTC"). The Bonds shall be issued in book-entry form. Each maturity of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC.

9. The obligations of the Underwriter hereunder shall be subject to (i) the performance by the City and the Authority of their obligations to be performed hereunder at and prior to the Closing or such earlier time as may be specified herein; (ii) the accuracy of the representations and warranties of the City and the Authority contained herein as of the date hereof and as of the time of the Closing, as if made at and as of the time of the Closing; and (iii) the following conditions, including the delivery by the City and the Authority of such documents as are contemplated hereby in form and substance satisfactory to the Underwriter:

(a) At the time of the Closing (i) the Bond Resolution shall be in full force and effect and shall not have been amended, modified, repealed or supplemented, except as may have been agreed to in writing by the Underwriter; (ii) the City and the Authority shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and (iii) the Bonds shall have been duly confirmed and validated by judgment of the Superior Court of Fayette County, and no appeal shall be pending with respect to such decree of validation;

(b) At or prior to the Closing, the Underwriter shall have received the following documents:

(i) An Opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached to the Preliminary Official Statement as Appendix C.

(ii) A Supplemental Opinion of Bond Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit A.

(iii) An Opinion of Sumner Meeker LLC, Counsel to the City, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit B.

(iv) An Opinion of Sumner Meeker LLC, Counsel to the Authority, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit C.

(v) Opinion of Murray Barnes Finister LLP, Underwriter's Counsel, dated the date of the Closing, addressed to the Underwriter and substantially in the form attached hereto as Exhibit D.

(vi) A certificate of the City, dated the date of the Closing, signed by the Mayor or Mayor Pro-Tem in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects as of the date of the Closing, as if made on and as of the date of the Closing; (B) the City has performed all obligations on its part required to be performed under this Purchase Agreement, the Contract and under the City Resolution at or prior to the issuance of the Bonds; (C) the City Resolution is in full force and effect and has not been amended, modified, repealed or supplemented; (D) this Purchase Agreement is in the form approved by the City Resolution and (E) no event of default or event which with notice or lapse of time or both would become an event of default under the City Resolution, the Contract or the Purchase Agreement has occurred and is continuing.

(vii) A certificate of the Authority, dated the date of Closing, signed by the Authority Chairman in form and substance satisfactory to the Underwriter, to the effect that (A) the representations and warranties of the Authority contained herein are true and correct in all material respects as of the date of the Closing, as if made on and as of the date of the Closing; (N) the Authority has performed all obligations on its part required to be performed hereunder, under the Bond Resolution and under the Authority Documents at or prior to the issuance of the Bonds; (C) the Bond Resolution is in full force and effect and has not been amended, modified, repealed or supplemented; (D) the Authority Documents are in the form approved by the Bond Resolution and (E) no event of default or event which with notice or lapse of time or both would become an event of default under the Bond Resolution or the Authority Documents has occurred and is continuing.

(viii) A copy of the Official Statement executed on behalf of the City and the Authority by duly authorized officers thereof.

(ix) A certified copy of the Bond Resolution.

(x) A certified copy of a transcript of all proceedings relating to the validation of the Bonds.

(xi) A specimen of the Bonds.

(xii) A certificate executed by the Mayor or Mayor Pro-Tem of the City and the Authority Chairman, dated the date of the Closing, to the effect that on the basis of facts and estimates set forth therein, (A) it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended and applicable regulations thereunder and (B) to the best of the knowledge and belief of said Mayor or Mayor Pro-Tem, as the case may be, and the Authority Chairman, such expectations are reasonable.

(xiii) A certificate, dated the date of the Closing, executed by the Clerk or Deputy Clerk of the Superior Court of Fayette County, Georgia, certifying that no person or entity, other than the City and the Authority, intervened or otherwise became a party to the validation proceedings with respect to the Bonds, that final judgment has been entered in such proceeding and that no exception, intervention or objection to such judgment or appeal therefrom or extension of appeal has been taken.

(xiv) The rating letters from Standard & Poor's Ratings Group, a division of The McGraw Hill Companies and Moody's Investors Services assigning the Bonds the rating of "AAA" and "Aa1," respectively.

(xv) Consent letters from Moore & Cubbedge LLC, certified public accountants, consenting to the inclusion of their audit in the Preliminary Official Statement and the Official Statement and to the references therein to such firm under the caption "MISCELLANEOUS – Independent Auditors."

(xvi) An executed counterpart of the Disclosure Certificate.

(xvii) Executed counterparts of the Contract.

(xviii) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance by the City and the Authority with legal requirements, the truth and accuracy, as of the time of the Closing, of the representations of the City and the Authority herein contained and the due performance or satisfaction by the City and the Authority, at or prior to the Closing, of all agreements then required to be performed and all conditions then required to be satisfied by the City and the Authority.

10. The Underwriter shall have the right to cancel its obligations to purchase and accept delivery of the Bonds hereunder by notifying the City and the Authority, in writing, of its election to do so between the date hereof and the Closing if, on or after the date hereof and prior to the Closing:

(a) legislation shall be enacted or be actively considered for enactment by the Congress, or recommended to the Congress for passage by the President of the United

States, or favorably reported for passage to either House of the Congress by a committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or official statement by or on behalf of the Treasury Department of the United States, the IRS or other governmental agency shall be made or proposed to be made with respect to federal taxation upon revenues or other income of the general character to be derived by the City and the Authority or by any similar body, or upon interest on obligations of the general character of the Bonds, or other action or events shall have transpired that have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated in connection herewith, that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds or the market price generally of obligations of the general character of the Bonds; or

(b) any legislation, ordinance or regulation shall be enacted or be actively considered for enactment by any governmental body, department or agency of the State of Georgia or the City, or a decision by any court of competent jurisdiction within the State of Georgia shall be rendered that, in the opinion of the Underwriter, materially and adversely affects the market price of the Bonds; or

(c) any action shall have been taken by the Securities and Exchange Commission that would require the registration of the Bonds under the Securities Act of 1933, as amended (the "1933 Act"), or the qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended (the "TIA"), or it appears that the Underwriter, by selling the Bonds, would subject itself to liability under the 1933 Act, the Securities Act of 1934, as amended (the "1934 Act"), or any blue sky law or common law; or

(d) any event shall have occurred or shall exist that, in the opinion of the Underwriter, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (ii) is not reflected in the Official Statement and should be reflected therein in order to make the statements and information contained therein not misleading in any material respect; or

(e) there shall have occurred any outbreak of, or escalation in, hostilities or other national or international calamity or crisis or a financial crisis, including, but not limited to, the United States engaging in hostilities, or a Declaration of War or a national emergency by the United States on or after the date hereof which, in the sole opinion of the Underwriter, would affect materially and adversely the ability of the Underwriter to market the Bonds; or

(f) trading shall be suspended, or new or additional trading or loan restrictions shall be imposed, by the New York Stock Exchange or other national securities exchange or governmental authority with respect to obligations of the general character of the Bonds or a general banking moratorium shall be declared by federal, Georgia or New York authorities; or

(g) there shall have occurred any change in the financial condition or affairs of the Authority or the City the effect of which is, in the judgment of the Underwriter, so material and adverse as to make it impracticable or inadvisable to proceed with the offering or delivery of the Bonds on the terms and in the manner contemplated by the Official Statement; or

(h) any action shall be taken by a rating agency to lower, suspend or withdraw its rating of the Bonds (or to change the related published rating outlook), including, but not limited to (i) any change to an actual rating or to the outlook or watch status of that rating, and (ii) any modification of any underlying and/or credit enhanced rating for the Bonds; or

(i) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Bonds or in any way contesting or questioning any authority for or the validity of the Bonds or the money or revenues pledged to the payment thereof or any of the proceedings of the City and the Authority taken with respect to the issuance and sale thereof; or

(j) the offering of the Bonds, on the terms and conditions contemplated by this Purchase Agreement and the Official Statement, shall be prohibited by any applicable law or governmental regulation or by order of any court, governmental authority, board, agency, or commission; or

(k) additional material restrictions not in force on the date of this Purchase Agreement shall have been imposed on trading in securities generally by a governmental authority or national association of securities dealers; or

(l) there shall have occurred any event other than those listed above the effect of which is, in the reasonable judgment of the Underwriter, so material and adverse to make it impracticable or inadvisable to proceed with the offering of the Bonds on the terms and in the manner contemplated by the Official Statement.

11. If the City and the Authority are unable to satisfy the conditions to the obligations of the Underwriter contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Underwriter nor the City and the Authority shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Sections 13 and 16 hereof, shall continue in full force and effect. The Underwriter may, in its discretion, waive any one or more of the conditions imposed by this Purchase Agreement for the protection of the Underwriter and proceed with the Closing.

12. The City and the Authority agree to notify the Underwriter of any material adverse change in the Authority's or the City's business, properties or financial condition occurring before the Closing or within 90 days thereafter that would require a revision of the information in the Official Statement in order to make the representations set forth in Sections 6(j) and 7(k) hereof true and correct during such period.

13. (a) To the fullest extent permitted by applicable law, the City and the Authority jointly and severally agree to indemnify and hold harmless the Underwriter against any and all losses, damages, expenses (including reasonable legal and other fees and expenses), liabilities or claims (or actions in respect thereof) to which the Underwriter or the other persons described in subsection (b) below may become subject under: (i) any federal or state securities laws or other statutory law or at common law or otherwise, caused by or arising out of or based upon any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in the Preliminary Official Statement or the Official Statement or caused by any omission or alleged omission from the Preliminary Official Statement or the Official Statement of any material fact which would be necessary to be stated therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading or (ii) the 1933 Act, the 1934 Act, the TIA, or the rules or regulations under said Acts, insofar as such losses, claims, damages, expenses, actions or liabilities arise out of or are based upon the failure to register the Bonds under the 1933 Act or to qualify the Bond Resolution under the TIA. Notwithstanding the foregoing, however, the City and the Authority shall not be required to indemnify or hold harmless the Indemnified Parties against any losses, damages, expenses, liabilities or claims arising from the gross negligence or willful misconduct of the party seeking such indemnity.

(b) The indemnity provided under this Section 13 shall extend upon the same terms and conditions to each officer, director, employee, agent or attorney of the Underwriter, and each person, if any, who controls the Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act (each an "Indemnified Party"). Such indemnity shall also extend, without limitation, to any and all expenses whatsoever reasonably incurred by any Indemnified Party in connection with investigating, preparing for or defending against, or providing evidence, producing documents or taking any other reasonable action in respect of, any such loss, damage, expense, liability or claim (or action in respect thereof), whether or not resulting in any liability, and shall include any loss to the extent of the aggregate amount paid in settlement of any litigation, commenced or threatened, or of any claim whatsoever as set forth herein if such settlement is effected with the written consent of the City and the Authority.

(c) Within a reasonable time after an Indemnified Party shall have been served with the summons or other first legal process or shall have received written notice of the threat of a claim in respect of which an indemnity may be claimed, such Indemnified Party shall, if a claim for indemnity in respect thereof is to be made against the City and the Authority under this Section 13, notify the City and the Authority in writing of the commencement thereof; but the omission to so notify the City and the Authority shall not relieve it from any liability that it may have to any Indemnified Party. The City and the Authority shall be entitled to participate at their own expense in the defense, and if the City and the Authority so elect within a reasonable time after receipt of such notice, or all Indemnified Parties seeking indemnification in such notice so direct, the City and the Authority shall assume the defense of any suit brought to enforce any such claim, and in either such case, such defense shall be conducted by counsel chosen promptly by the City and the Authority and reasonably satisfactory to the Indemnified Party; provided, however, that, if the defendants in any such action include such an Indemnified Party and the City and the Authority, or include more than one Indemnified Party, and any such Indemnified Party shall have been advised by its counsel that there may be legal defenses available to such Indemnified Party that are different from or additional to those available to the

City and the Authority, or another defendant Indemnified Party, and that in the reasonable opinion of such counsel are sufficient to make it undesirable for the same counsel to represent such Indemnified Party and Issuer or another defendant Indemnified Party, such Indemnified Party shall have the right to employ separate counsel in such action (and the City and the Authority shall not be entitled to assume the defense thereof on behalf of such Indemnified Party), and in such event the reasonable fees and expenses of such counsel shall be borne by the City and the Authority. Nothing contained in this paragraph (c) shall preclude any Indemnified Party, at its own expense, from retaining additional counsel to represent such Issuer hereunder.

(d) If the indemnification provided for in paragraphs (a) and (b) of this Section 13 is unavailable or insufficient to hold harmless and indemnify any Indemnified Party in respect of any losses, damages, expenses, liabilities, or claims (or actions in respect thereof) referred to therein, then the City and the Authority (jointly and severally), and the Underwriter shall contribute to the amount paid or payable by the Indemnified Party as a result of such losses, claims, damages, expenses, actions or liabilities in such proportion as is appropriate to reflect the relative benefits received by the City and the Authority and the Underwriter from the offering of the Bonds. The relative benefits received by the City and the Authority on one hand and the Underwriter on the other hand shall be deemed to be in such proportion so that the Underwriter is responsible for that portion represented by the percentage that the underwriting discount payable to the Underwriter hereunder (*i.e.*, the excess of the aggregate public offering price for the Bonds over the price to be paid by the Underwriter to the City and the Authority upon delivery of the Bonds as specified in Section 1 hereof) bears to the aggregate public offering price as described above, and the City and the Authority are responsible for the balance. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, or if the Indemnified Party failed to give the notice required under subsection (c) above, then the City and the Authority on the one hand and the Underwriter on the other hand shall contribute to such amount paid or payable by the Indemnified Party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the City and the Authority on the one hand and the Underwriter on the other in connection with the statements or omissions that resulted in such losses, claims, damages, expenses, actions or liabilities, as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the City and the Authority on the one hand or the Underwriter on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission or to prevent such loss.

The City and the Authority and the Underwriter agree that it would not be just and equitable if contribution pursuant to this subsection (d) were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to above in this subsection (d). The amount paid or payable by an Indemnified Party as a result of the losses, damages, expenses, liabilities, claims or actions referred to above in this subsection (d) shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such action or claim. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the

1933 Act) shall be entitled to a contribution from any person who was not guilty of such fraudulent misrepresentation.

14. The indemnity and contribution provided by Section 13 hereof shall be in addition to any other liability that the City and the Authority may otherwise have hereunder, at common law or otherwise, and is provided solely for the benefit of the Underwriter and each director, officer, employee, agent, attorney and controlling person referred to therein, and their respective successors, assigns and legal representatives, and no other person shall acquire or have any right under or by virtue of such provisions of this Purchase Agreement.

15. All representations, warranties and Agreement of the City and the Authority set forth in or made pursuant to this Purchase Agreement shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds.

16. The "costs of issuance" are the City and the Authority's expenses and shall be paid from Bond proceeds. Costs of issuance shall mean all cost of issuing and selling the Bonds, including, but not limited to, the following: (i) the cost of the preparation, reproduction, printing, distribution, mailing, execution, delivery, filing and recording, as the case may be, of this Purchase Agreement, the Bond Resolution, the Contract, the Disclosure Certificate, the Preliminary Official Statement, the Official Statement, the Blue Sky Memoranda (if any), and all other agreements and documents required in connection with the consummation of the transactions contemplated hereby and by the aforementioned documents; (ii) the cost of the preparation, engraving, printing, execution and delivery of the definitive Bonds; (iii) the fees and disbursements of Bond Counsel, Underwriter's Counsel, counsel for the City, counsel for the Authority and any other experts and/or agents retained by the City and the Authority; (iv) the fees of the Registrar and Paying Agent; (v) any fees charged by any rating agency for the proposed and/or received ratings of the Bonds; (vi) the cost of qualifying the Bonds and determining their eligibility for investment under the law of such jurisdictions as the Underwriter may designate, including filing fees and fees and disbursements of counsel for the Underwriter in connection with such qualification and determination and the preparation of Blue Sky Memoranda (if any); (vii) the cost of obtaining a CUSIP number assignment for the Bonds; (viii) the cost of validation of the Bonds; (ix) the cost of preparing and publishing all advertisements (if any) relating to the Bonds upon commencement of the offering of the Bonds; and (x) the cost of the Underwriter's normal clearing charges, one-day cost-of-funds charges and other normal and customary expenses of the Underwriter.

17. This Purchase Agreement shall inure to the benefit of and be binding upon the City, the Authority and the Underwriter and their respective successors and assigns. Nothing in this Purchase Agreement is intended or shall be construed to give any person, firm or corporation, other than the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 13 hereof, and their respective successors, assigns and legal representatives, any legal or equitable right, remedy or claim under or in respect of this Purchase Agreement or any provision herein contained. This Purchase Agreement and all conditions and provisions hereof are intended to be for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and the persons entitled to indemnity and contribution under Section 13 hereof, and their respective successors, assigns

and legal representatives, and for the benefit of no other person, firm or corporation. No Underwriter who purchases the Bonds from the Underwriter or other person or entity shall be deemed to be a successor merely by reason of such purchase.

18. Any notice or other communication to be given to the City and the Authority under this Purchase Agreement may be given by delivering the same in writing at its address set forth above, and any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to:

Robert W. Baird & Co., Inc.
Attention: Todd Barnes
3050 Peachtree Road, NE, Suite 702
Atlanta, Georgia 30305

and a copy to:

Murray Barnes Finister LLP
Attention: Teresa P. Finister
One Capital City Plaza, Suite 1140
3350 Peachtree Road
Atlanta, Georgia 30326

19. No recourse under or upon any obligation, indemnity, covenant or agreement contained in this Purchase Agreement or under any judgment obtained against the City and the Authority, or by the enforcement of any assessment or by legal or equitable proceedings by virtue of any constitution or statute or otherwise or any other circumstances, under or independent of this Purchase Agreement, shall be had against any trustee, director, member, commissioner, officer, employee or agent, as such, past, present or future, of the City and the Authority, either directly or through the City and the Authority, or otherwise, for the payment for or to the City and the Authority or any receiver thereof, or to the Underwriter or otherwise of any amount that may become owed by the City and the Authority hereunder. Any and all personal liability of every nature, whether at common law or in equity, or by statute or constitution or otherwise, of any trustee, director, member, commissioner, officer, employee or agent, as such, to respond by reason of any act or omission on his part or otherwise, for the payment for or to the City and the Authority or any receiver thereof, the Underwriter or otherwise, of any amount that may become owed by the City and the Authority hereunder is hereby expressly waived and released as a condition of and in consideration for the execution of this Purchase Agreement.

20. This Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

21. This Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which shall constitute but one and the same instrument.

22. No obligation of the Authority hereunder shall be a general obligation, but shall be a limited obligation payable solely out of the Pledged Revenues.

23. This Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

ROBERT W. BAIRD & CO., INC.

By:____________________________________
Todd L. Barnes
Managing Director

Accepted and agreed to as of the date first above written:

PEACHTREE CITY, GEORGIA

By:____

Donnie O. Haddix
Mayor

Accepted and agreed to as of the date first above written:

CITY OF PEACHTREE CITY PUBLIC
FACILITIES AUTHORITY

By:______________________________
Vanessa Fleisch
Chairperson

Schedule I to Purchase Agreement

PRICING SUMMARY

City of Peachtree City Public Facilities Authority
Revenue Bonds (Peachtree City Projects)
Series 2011

Date of Maturity January 1,	Principal	Interest Rate	Yield
2012			
2013			
2014			
2015			
2016			
2017			
2018			
2019			
2020			
2021			
2022			

Exhibit A to Purchase Agreement

FORM OF SUPPLEMENTAL OPINION OF BOND COUNSEL

[**Closing Date**]

Mayor and City Council of Peachtree City
Peachtree City, Georgia

City of Peachtree City Public Facilities
Authority
Peachtree City, Georgia

U.S. Bank National Association
Atlanta, Georgia

Robert W. Baird & Co., Inc.
Atlanta, Georgia

Re: $[**Principal Amount**] City of Peachtree City Public Facilities Authority Revenue bonds (Peachtree City Projects), Series 2011

To the Addressees:

We have acted as Bond Counsel to the City of Peachtree City Public Facilities Authority (the "Authority") in connection with the issuance of the above-referenced bonds (the "Bonds"). We have examined the Official Statement, dated October 6, 2011 (the "Official Statement"), relating to the Bonds, and such other documents, instruments and certificates of public officials as we have considered necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all copies submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. Terms used and not otherwise defined herein shall have the meanings assigned to them in the Official Statement.

Based upon the examinations, certificates and provisions referred to above, we are of the view, as of the date hereof and under existing law, as follows:

(1) No registration of the Bonds under the Securities Act of 1933, as amended, and no qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with sale of the Bonds to the public.

(2) We have reviewed the portions of the Official Statement appearing under the captions "THE SERIES 2011 BONDS" (except the information under the subheading "– Book-Entry System of Registration," as to which we gave no opinion); "SECURITY

AND SOURCES OF REPAYMENT FOR THE BONDS" and "TAX EXEMPTION" and "LEGALITY" and are of the opinion that the statements made under such captions fairly summarize the matters purported to be summarized therein. We express no further opinion regarding the accuracy of the Official Statement or its sufficiency for any purpose. This letter speaks as of its date, and we have not agreed to notify you of any change in law or fact after the date hereof which might change any of the views expressed herein. This letter is solely for the benefit of the addressees and may not be relied upon by, or furnished to, any person or entity without our written consent in each instance.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:________________________________
A Partner

Exhibit B to Purchase Agreement

FORM OF OPINION OF COUNSEL TO THE CITY

[Closing Date]

Mayor and Council of Peachtree City
Peachtree City, Georgia

City of Peachtree City Public Facilities
Authority
Peachtree City, Georgia

Robert W. Baird & Co., Inc.
Atlanta, Georgia

Murray Barnes Finister LLP
Atlanta, Georgia

U.S. Bank National Association
Atlanta, Georgia

Re: $[**Principal Amount**] City of Peachtree City Public Facilities Authority Revenue bonds (Peachtree City Projects), Series 2011

To the Addressees:

We have acted as counsel to Peachtree City, Georgia (the "City") in connection with the issuance of $[**Principal Amount**] in aggregate principal amount of City of Peachtree City Public Facilities Authority Revenue Bonds (Peachtree City Projects), Series 2011 (the "Bonds"). In this capacity, we have examined such matters of law, documents, instruments and proceedings of the City as we have considered necessary to render the opinions set forth below, including but not limited to the following:

(i) the approval resolution of the City, adopted on August 18, 2011, as supplemented on ______, 2011 (the "City Resolution");

(ii) the Intergovernmental Contract, dated as of October 1, 2011 (the "Contract"), between the City and the City of Peachtree City Public Facilities Authority (the "Authority");

(iii) the Preliminary Official Statement, dated September 27, 2011(the "Preliminary Official Statement") and the Official Statement, dated October 6, 2011 (the "Official Statement");

(iv) the Bond Purchase Agreement, dated October 6, 2011 (the "Purchase Agreement"), among the City, the Authority and Robert W. Baird & Co., Inc. (the "Underwriter");

(v) a certified copy of the transcript of the validation proceeding concluded in the Superior Court of Fayette County, Georgia, relating to the Bonds;

(vi) the Continuing Disclosure Certificate, executed by the City as obligated person for the Authority, dated October 6, 2011 (the "Disclosure Certificate").

All terms used herein, unless otherwise defined herein, have the meaning assigned to them in the Official Statement.

Based upon such examination, and such other examinations as we have deemed appropriate in rendering this opinion, we are of the opinion that:

(A) The City is a duly created and validly existing municipal corporation that is authorized under the laws of the State of Georgia to (i) adopt the City Resolution and perform its obligations thereunder; (ii) issue, execute, deliver and perform its obligations under the Contract; (iii) execute, deliver and perform its obligations under the Purchase Agreement and the Disclosure Certificate (together, the "City Documents"); (iv) execute and distribute the Official Statement; and (v) carry out and consummate all of the transactions contemplated on its part by the City Documents and the Official Statement.

(B) The Contract has been duly adopted by the City and is a legal, valid and binding obligation of the City, enforceable in accordance with its terms. The lien on the Pledged Revenues created by the Contract is a valid and binding first lien. To the best of our knowledge after due inquiry, upon the issuance of the Bonds, there are no other obligations of the City that have a lien on the Pledged Revenues.

(C) The City Documents have been duly authorized, executed and delivered by the City and are the legal, valid and binding obligations of the City, enforceable in accordance with their respective terms.

(D) The use and distribution of the Preliminary Official Statement and the Official Statement and the execution and distribution of the Official Statement have been duly authorized by the City. The Official Statement has been duly executed and delivered by the City.

(E) The adoption of the City Resolution and the performance of its obligations thereunder, the execution, delivery and performance of its obligations under the Contract, the execution, delivery and performance of its obligations under the City Documents, the execution and distribution of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the City Documents and the Official Statement will not conflict with or constitute on the part of the City a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the City is a party or by which it or its property is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its property.

(F) All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the City as of the date hereof in connection with the adoption of the City Resolution and the performance of its obligations thereunder, the execution, delivery and performance of its obligations under the Contract, the execution, delivery and performance of its obligations under the City Documents, the execution and distribution of the Official Statement, and the carrying out and consummation of all of the transactions contemplated on its part by the City Documents and the Official Statement have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "blue sky" laws.

(G) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the City (or, to our knowledge, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the City from (A) entering into the Contract, (B) pledging the Pledged Revenues or (C) functioning; (ii) contesting or questioning the existence of the City or the titles of the present officers of the City to their offices; or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) powers of the City, (2) validity or enforceability of the Bond Resolution, the Bonds or the City Documents, (3) security for the Bonds; or (4) the transactions contemplated by the City Documents and the Official Statement.

(H) Based on our examination and our participation at conferences at which the Official Statement was discussed, we have no reason to believe that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial statements and other financial and statistical data included therein and except for Appendix A, as to which we express no opinion).

(I) The Refunded Obligations of the City are no longer outstanding upon the issuance of the Bonds.

The enforceability of the Contract and the City Documents may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

Very truly yours,

SUMNER MEEKER, LLC

By:______________________________________
A Partner

Exhibit C to Purchase Agreement

FORM OF OPINION OF COUNSEL TO THE AUTHORITY

[**Closing Date**]

Mayor and Council of Peachtree City
Peachtree City, Georgia

City of Peachtree City Public Facilities Authority
Peachtree City, Georgia

Robert W. Baird & Co., Inc.
Atlanta, Georgia

Murray Barnes Finister LLP
Atlanta, Georgia

U.S. Bank National Association
Atlanta, Georgia

Re: $[**Principal Amount**] City of Peachtree City Public Facilities Authority Revenue Bonds (Peachtree City Projects), Series 2011

To the Addressees:

We have acted as counsel for the City of Peachtree City Public Facilities Authority (the "Authority") in connection with the issuance of $[**Principal Amount**] in aggregate principal amount of the Authority's Revenue Bonds (Peachtree City Projects), Series 2011 (the "Bonds"). In this capacity, we have examined such matters of law, documents, instruments and proceedings of the Authority as we have considered necessary to render the opinions set forth below, including but not limited to the following:

(i) the resolution of the Board of Directors of the Authority, adopted on August 18, 2011, as supplemented on October 6, 2011 (together, the "Bond Resolution");

(ii) the Intergovernmental Contract, dated as of October 1, 2011 (the "Contract"), between the Authority and Peachtree City, Georgia (the "City");

(iii) the Preliminary Official Statement, dated September 27, 2011, (the "Preliminary Official Statement") and the Official Statement, dated October 6, 2011 (the "Official Statement");

(iv) the Bond Purchase Agreement, dated October 6, 2011 (the "Purchase Agreement"), among the City, the Authority and Robert W. Baird & Co., Inc. (the "Underwriter"); and

(v) a certified copy of the transcript of the validation proceeding concluded in the Superior Court of Fayette County, Georgia, relating to the Bonds.

All terms used herein, unless otherwise defined herein, have the meaning assigned to them in the Official Statement.

Based upon such examination, and such other examinations as we have deemed appropriate in rendering this opinion, we are of the opinion that:

(A) The Authority is a public body corporate and politic duly created and validly existing under the laws and Constitution of the State of Georgia and is authorized under the laws of the State of Georgia to (i) adopt the Bond Resolution and perform its obligations thereunder; (ii) issue, execute, deliver and perform its obligations under the Bonds; (iii) execute, deliver and perform its obligations under the Purchase Agreement and; (iv) execute and distribute the Official Statement; and (v) carry out and consummate all of the transactions contemplated on its part by the Purchase Agreement and the Official Statement.

(B) The Bond Resolution has been duly adopted by the Authority and is a legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(C) The Bonds have been duly authorized, executed and delivered by the Authority and are legal, valid and binding special obligations of the Authority, enforceable in accordance with their terms.

(D) The Purchase Agreement has been duly authorized, executed and delivered by the Authority and is the legal, valid and binding obligation of the Authority, enforceable in accordance with its terms.

(E) The use and distribution of the Preliminary Official Statement and the Official Statement and the execution and distribution of the Official Statement have been duly authorized by the City. The Official Statement has been duly executed and delivered by the Authority.

(F) The adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the Purchase Agreement, the execution and distribution of the Official Statement and the carrying out and consummation of all of the transactions contemplated on its part by the Purchase Agreement and the Official Statement will not conflict with or constitute on the part of the Authority a violation of, breach of or default under (i) any constitutional provision, statute, indenture, mortgage, lease, resolution, note agreement or other agreement or instrument to which the Authority is a party or by which it or its property is bound; or (ii) any order, rule or regulation of any court or governmental agency or body having jurisdiction over the City or any of its property.

(G) All consents, approvals, authorizations, permits and orders of governmental or regulatory authorities, if any, that are required to be obtained by the Authority as of the date hereof in connection with the adoption of the Bond Resolution and the performance of its obligations thereunder, the issuance, execution, delivery and performance of its obligations under the Bonds, the execution, delivery and performance of its obligations under the Purchase Agreement, the execution and distribution of the Official Statement, and the carrying out and consummation of all of the transactions contemplated on its part by the Purchase Agreement and the Official Statement have been duly obtained and remain in full force and effect, except that no representation is made as to compliance with any applicable state securities or "blue sky" laws.

(H) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to our knowledge, threatened against or affecting the Authority (or, to our knowledge, any meritorious basis therefor) (i) attempting to limit, enjoin or otherwise restrict or prevent the Authority from (A) issuing the Bonds, (B) collecting or pledging the Pledged Revenues or (C) functioning; (ii) contesting or questioning the existence of the Authority or the titles of the present officers of the Authority to their offices; or (iii) wherein an unfavorable decision, ruling or finding would adversely affect the (1) powers of the Authority, (2) validity or enforceability of the Bond Resolution, the Bonds or the Purchase Agreement, (3) security for the Bonds; or (4) the transactions contemplated by the Purchase Agreement and the Official Statement.

(I) Based on our examination and our participation at conferences at which the Official Statement was discussed, we have no reason to believe that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except for the financial statements and other financial and statistical data included therein and except for Appendix A, as to which we express no opinion).

(J) The Refunded Obligations are no longer outstanding under the resolution pursuant to which they were issued.

The enforceability of the Bond Resolution, the Bonds and the Purchase Agreement may be limited or affected by bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally or principles of equity applicable to the availability of specific performance or other equitable relief.

Very truly yours,

SUMNER MEEKER, LLC

By:______________________________________
A Partner

Exhibit D to Purchase Agreement

FORM OF CLOSING OPINION OF UNDERWRITER'S COUNSEL

[Closing Date]

Robert W. Baird & Co., Inc.
Atlanta, Georgia

Re: $[**Principal Amount**] City of Peachtree City Public Facilities Authority Revenue Bonds (Peachtree City Projects), Series 2011

To the Addressee:

We have acted as Underwriter's Counsel to you as underwriter in connection with the Bond Purchase Agreement, dated October 6, 2011 (the "Purchase Agreement"), among Peachtree City, Georgia (the "City"), the City of Peachtree City Public Facilities Authority (the "Authority") and you, providing for the sale of the captioned bonds (the "Bonds"). In such capacity, we have examined a signed copy of the Official Statement, dated October 6, 2011, with respect to the Bonds (the "Official Statement"), the Purchase Agreement and such other documents, instruments and certificates of public officials as we have deemed necessary or appropriate to enable us to render the opinions expressed herein. In all such examinations, we have assumed the genuineness of signatures on original documents and the conformity to original documents of all documents submitted to us as certified, conformed or photographic copies, and as to certificates of public officials, we have assumed the same to have been properly given and to be accurate. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement.

Based upon such examinations and premises, we are of the opinion, as of this date, that no registration of the Bonds under the Securities Act of 1933, as amended (the "1933 Act"), or qualification of the Bond Resolution under the Trust Indenture Act of 1939, as amended, is required in connection with the sale of the Bonds to the public.

We have rendered legal advice and assistance to the Authority in the course of the preparation of the Official Statement. Rendering such assistance involved, among other things, discussions and inquiries concerning various legal matters and the review of documents referred to above. We have also participated in conferences with your representatives and representatives of the Authority and the City during which the contents of the Official Statement and related matters were discussed and reviewed. The limitations inherent in the independent verification of factual matters and the character of determinations involved in the preparation of the Official

Statement are such, however, that we do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Official Statement.

On the basis of the information that was developed in the course of the performance of the services referred to above, considered in light of our understanding of the applicable law and the experience we have gained through our practice thereunder, we advise you that nothing came to our attention that caused us to believe that the Official Statement (other than the statistical and financial data included therein and in the Appendices attached thereto, the information relating to The Depository Trust Company and the book-entry system of registration included therein and Appendix A attached thereto, as to which we express no view) as of the date thereof, contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We are members of the State Bar of Georgia. Our opinions herein are limited to the laws of the State of Georgia and any applicable federal laws of the United States. This opinion is limited to the matters expressly set forth above, and no opinion is implied or may be inferred beyond the matters so stated. This opinion is intended solely for the use of the addressees and their permitted successors and/or assigns and may not be relied upon for any other purpose or by any other person for any purpose without our prior written consent. We expressly disclaim any duty to update this opinion in the future for any changes of fact or law that may affect any of the opinions expressed herein.

Very truly yours,

MURRAY BARNES FINISTER LLP

By:____________________________________
A Partner

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **City Manager**

VIA: **Interim Community Services Director**
Public Information Officer

FROM: **Planning and Zoning Administrator** David

DATE: **September 30, 2011**

SUBJECT: **Consider Reaffirming Moratorium on Issuance of Occupational Tax Certificates to Pain Management Clinics**
October 6, 2011 City Council meeting

Recommendation

That Council reaffirm the moratorium on the issuance of Occupational Tax Permits to Pain Management Clinics.

Discussion

At their meeting on December 2, 2010, City Council adopted the attached moratorium related to the issuance or renewal of Occupational Tax Certificates for Pain Management Clinics. The purpose of this moratorium was to provide staff with sufficient time to analyze the impact of pain management clinics and to consider whether further regulation of such pain management clinics is necessary.

The moratorium expires on December 2, 2011, and City Council must determine if it should be reaffirmed for an additional year.

Budget Impact

There are no budgetary impacts associated with this request.

CITY OF PEACHTREE CITY
STATE OF GEORGIA

RESOLUTION No. 12-04-10

A RESOLUTION TO ADOPT A MORATORIUM ON THE ISSUANCE OF OCCUPATIONAL TAX CERTIFICATES TO PAIN MANAGEMENT CLINICS; TO REPEAL CONFLICTING LAWS AND RESOLUTIONS; TO PROVIDE FOR SEVERABILITY; AND FOR OTHER PURPOSES.

WHEREAS, information received from law enforcement officials in several States indicate that criminal activity increases in areas where Pain Management Clinics operating as no more than "pill mills" are located;

WHEREAS, the Grand Jury in Broward County, Florida, heard testimony and considered evidence concerning the proliferation of such pain clinics in Broward County and South Florida;

WHEREAS, the Broward County, Florida, Grand Jury issued its Interim Report on November 19, 2009, concerning The Proliferation of Pain Clinics in South Florida ("Broward County Grand Jury Report");

WHEREAS, the Broward County Grand Jury Report found that, "In 2007 there were 4 pain clinics operating in Broward County. From those 4 pain clinics in Broward County the number swelled to 66 pain clinics operating in South Florida in 2008. From August 2008 to November 2009 the number of pain clinics opening and operating in South Florida exploded in number from 66 to 176, and the number of pain clinics opening and operating in Broward County increased from 47 to 115. Pain clinics, which dispense prescription drugs on site, dispensed almost 9 million does units of Oxycodone in South Florida during the last months of 2008. 6.5 million Dose units of the 9 million does units were dispensed in Broward County alone." Broward County Grand Jury Report at page 6;

WHEREAS, the Broward County Grand Jury Report reported that the Florida Medical Examiners Commission reported as follows:

Calendar Year	Number of Deaths Detected that were Caused by Lethal Doses of Prescription Drugs	Average Number of Deaths Detected that were Caused by Lethal Doses of Prescription Drugs
2006	2,780	7 deaths/ day
2007	3,317	9 deaths/ day
2008	3,750	10 deaths/ day

Broward County Grand Jury Report at pages 9-10;

WHEREAS, the Broward County Grand Jury Report reported as follows: "The National Survey on Drug Use and Health conducted annually by the Substance Abuse Mental Health Services Administration estimates that in the last 30 days over 5 million Americans used non-medical prescription opoids or narcotic analgesics or pain relievers. In 2005, 11,300,000 Americans age 12 and above had used prescription pain medication in a non-medical use. In 2007, the number increased almost 50% to 16,280,000 Americans. One of the age groups that have shown the highest levels of prescription non-medical use has been young adults age 18 to 25. In 2007, 2,147,000 Americans were first time non-medical users of prescription pain medication." Broward County Grand Jury Report, at pages 11-12;

WHEREAS, the City of Peachtree City has great respect for reputable medical practitioners who are attempting to diagnose and treat pain being experienced by their patients;

WHEREAS, the typical pain clinic which is operating as no more than a "pill mill" has little or no interest in treating pain or the symptom of the pain but is interested in only dispensing prescription pain medication with little or no diagnosis of the "patient". See Broward County Grand Jury Report at pages 19-20;

WHEREAS, the Broward County Grand Jury Report found that "[a] couple of cities in Broward County have attempted to restrict the growing number of clinics in their cities by enacting ordinances to prohibit the location of pain management clinics that dispense narcotic drugs on site." Broward County Grand Jury Report at page 33;

WHEREAS, the typical "pill mill" prescribes and dispenses the Pain Medications on-site;

WHEREAS, the City of Peachtree City has been made aware of numerous news reports describing a "pipeline" of trafficking drugs from pain management clinics in South Florida to users in States such as Kentucky, West Virginia and Ohio;

WHEREAS, prescription drug abuse is becoming a major problem in Georgia and according to the Georgia Drug and Narcotics Agency deaths due to prescription drug overdoses have surpassed those of all other illicit drugs;

WHEREAS, adoption of a moratorium on the issuance of Occupational Tax Certificates to Pain Management Clinics will provide the City of Peachtree City an opportunity to develop ordinances and/ or regulations that address the secondary effects of Pain Management Clinics on residents, businesses, and the community;

WHEREAS, some pain clinics have no interest in the diagnosis and treatment of medical issues or problems that are resulting in pain being experienced by the patients, but are operated solely to write prescriptions for highly addictive pain medications which are then sold by the clinic to the "patient" making such a clinic as no more than a "pill mill"; and,

WHEREAS, this Resolution is intended to provide a moratorium on the issuance of Occupational Tax Certificates to Pain Management Clinics which are operating as "pill mills," and, in light of the Broward County Grand Jury report and other items submitted to the Mayor and City Council as evidence of a possible health, safety and welfare concern to the citizens of Peachtree City, the Mayor and City Council deems is reasonable to provide for a one (1) year moratorium on the issuance of said Occupational Tax Licenses.

THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Peachtree City approves the following definitions to be used in this Resolution and the resolution concerning a moratorium on the issuance of Occupational Tax Certificates to Pain Management Clinics within the City of Peachtree City.

1. ***Findings of the Mayor and City Council.*** The Whereas clauses set forth above are incorporated by reference into this Resolution and represent the legislative findings of the Mayor and City Council of the City of Peachtree City.

2. ***Definitions***. As used within this Resolution, the following terms, when capitalized, shall have the meanings set forth here:

    2.1. "Pain Management Clinic" shall mean an entity or business which fulfills all of the following criteria:

    2.1.1. A privately owned clinic, business, or, office;

    2.1.2. That is not affiliated with: any facility for the treatment of the terminally ill; or any facility for the treatment of drug addiction; or, any hospice; or any hospital; and,

    2.1.3. Which employs one or more physicians who are primarily engaged in the treatment of pain by prescribing Pain Medications; and,

    2.1.4. Which fills or dispenses those Pain Medications either at the same or a different location.

    2.2. "Pain Medicine" shall mean any medicine requiring a prescription and which contains narcotic analgesics or opoids, including, but not limited to, fentanyl, hydrocodone, morphine, or oxycodone.

    2.3. A physician is primarily engaged in the treatment of pain by prescribing any Pain Medication when the majority of the patients seen by that physician are written prescriptions for one or more Pain Medications.

3. ***Moratorium.*** The City of Peachtree City declares a moratorium having a duration of one (1) year from and after the adoption of this Resolution on the issuance or renewal of Occupational Tax Certificates to Pain Management Clinics. Any person who wishes to open a business or medical practice which will both prescribe Pain Medicines and fill those prescriptions either on or off site must provide a signed, notarized statement and submit it with the application for an Occupational Tax Certificate to the effect that the business is not a Pain Management Clinic as that term is defined in this Resolution. No Occupational Tax Certificate shall be issued or renewed unless and until this signed, notarized statement is submitted to the City of Peachtree City. Should the signed, notarized statement prove to be false, the business license shall be revoked.

4. ***Purpose of Moratorium.*** It is the purpose and intent of this Resolution to promote the health and general welfare of the residents and businesses of the City of Peachtree City. This moratorium is designed to provide the City of Peachtree City with sufficient time to analyze the impact of Pain Management Clinics and to consider whether further regulation of such Pain Management Clinics is necessary.

BE IT FURTHER RESOLVED that the moratorium shall become effective at 12:00 AM on Friday, December 3, 2010, and shall expire no later than 11:59 PM on December 2, 2011 unless otherwise terminated by adoption of an ordinance by the City Council addressing the issue.

IT IS SO RESOLVED, this 2nd day of December, 2010.

ATTEST:

Pamela Dufresne

Pam Dufresne, Deputy City Clerk

Don Haddix

Don Haddix, Mayor

Vanessa Fleisch

Kimberly Learnard

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent**
FROM:	**Public Services Director**
DATE:	**September 29, 2011**
SUBJECT:	**Public Works and Station 82 Roof Restoration and Coating** ***October 6, 2011 Council Meeting***

Recommendation:

Staff recommends that City Council award the bid for roof sealing of the Public Works Administration and Fire Station 82 to MOPAC for their not to exceed bid of $44,880.00

Discussion:

Both the Public Works Admin and Fire Station 82 facility roofs have experienced regular leaking and are in need of repair as such staff has conducted extensive research for more economical solutions for roof repair on City facilities. ER systems provide a product that allows an existing roof to be restored and coated for a fraction of the cost of a full roof replacement. In addition a 10 year warranty accompanies this product when installed by an approved vendor. This product has been reviewed and approved by the Facility Manager, and the City Engineer. As such the City Manager authorized a name brand bid for this product.

The results of the bids received were as follows:

MOPAC	**$44,880**
Watertight Roofing Services	$47,850

Therefore staff recommends that Council approved the not to exceed bid of $44,880 to MOPAC

Budget Impact:

If approved by City Council, funds totaling $16,156.80 will be dispersed from General Fund account 100-4100-522250 for the Public Works Facility and the remaining $28,723.00 will be dispersed from the 2012 PIP line item for Station 82 roof replacement.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Interim Community Services Director
Financial Services Director

FROM: Interim Administrative Services Director

DATE: September 29, 2011

SUBJECT: **Consider One-Year Temporary Part-Time Assignment of Planning Intern – Community Services**
October 6, 2011, City Council Meeting

Recommendation

That Council approves a one-year temporary part-time assignment of Erick Murphy as Planning Intern within the Planning & Zoning Department of the Community Services Division.

Discussion

As part of the review of the workload in the Planning & Zoning Department, many projects were identified that need to be accomplished, but are not getting done because of the limited staff within the department. In order to address these projects, staff reviewed alternative ways to accomplish the work and determined that a one-year temporary assignment of a Planning Intern (30 hours/week) would be an effective use of resources. A temporary assignment with an employment contract would allow for additional support, but would not add to the overall employee headcount of the City long-term. We are familiar with the individual that we are proposing and are comfortable with his knowledge and skill base. A list of projects that he would be assisting with in Planning, Engineering, and Public Works is attached for your review.

Once Council has approved this arrangement, we will proceed with formalizing a one-year agreement with Mr. Murphy.

Budget Impact

The budget impact for employing a temporary part-time employee in FY 2012 is $29,571. The funds to cover this cost would come from the General Fund Reserves.

Planning Intern - project list

Grant preparation/ administration/ design/ project management
- SR 54 W landscape enhancement project (TE)
- SR 74 S landscape enhancement project (GATEway)
- SR 74 N/ CSX landscape enhancements (CSX funding)
- Urban Forestry Council – tree preservation grant
- Department of Natural Resources - recreational trails grant

Comprehensive Plan
- Natural resources inventory
- Tree inventory/ Greenprint
- Redevelopment opportunities/ ordinance research

GIS inventory
- Street and traffic control signage
- Street tree/ landscaping/ planting areas
- Plant material/ signage
- Park equipment/ furnishings

Landscape inspections
- Commercial and industrial inspection follow-up
- Arborist Certification
- Tree removal permitting process

Landscape/ park designs
- Community Garden
- Industrial Park entry signage, graphics and landscaping
- Village monument signage and graphics
- Directional signage
- Special event signage
- Cross country course at BSC/ SANY
- Parking lot improvements – BSC

Operational Standards
- Landscape maintenance - parks, city facilities, rights-of-way, subdivision entrances, etc.
- Pruning guidelines – city-wide

AutoCad
- Standardize construction details for Planning and Engineering
- Standardize details for city facilities (benches, picnic benches, etc.)
- Standardize details for Eagle Scout and civic club projects
- Develop evacuation plans for all city facilities

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director PS.

FROM: Interim Administrative Services Director EB

DATE: September 29, 2011

SUBJECT: **Consider Addition of Administrative Assistant (HR & Public Information) – Administrative Services**
October 6, 2011, City Council Meeting

Recommendation

That Council approves the addition of an Administrative Assistant (HR & Public Information) within the Administrative Services Division.

Discussion

This position has been brought forward to Council for the past three years. It had originally been cut from the City Manager's budget for FY 2012, but after Council asked the City Manager to evaluate the staffing needs within the HR Department, this position is being requested again. This position is necessary to provide specialized support to the Human Resources and Public Information Departments; to ensure that the workload is reasonable; to ensure that projects/tasks/compliance that need attention can be addressed; to provide additional internal controls for HR functions; and to assist with proactive marketing efforts that are needed within the Public Information Department.

Since 1983 the Human Resources Department has operated with two employees, the HR Administrator (previously HR Manager) and one administrative employee. Since 1989 the number of approved full-time positions has increased from 105 to the current 236. The part-time/seasonal positions have increased from 41 to the current 102. In addition, during recent years, there have been additional mandates from the Federal and State authorities that require additional steps and compliance levels in HR (E-Verify, SAVE, etc.) This does not include the increased employee relations activity.

In addition, concerning the marketing efforts of the City, the City has been fortunate that due to the historical development and employment conditions that have drawn residents to Peachtree City, the City has been able to realize great marketing exposure of the community without the City having to allocate any real dollars. This, however, is no longer the situation. The City has undertaken a marketing plan to continue attracting residents and support efforts to attract visitors and new businesses. This position will be able to provide support to the Public Information Officer/City Clerk in the area of marketing.

A job description outlining the responsibilities of the position is attached for your review. As an Administrative Assistant position, the position will be at a salary grade level of 273.

Once approved, the position will be posted and filled through our Internal Job Posting process.

Budget Impact

The budget impact (salary, benefits, pension, etc.) for employing this Administrative Assistant (HR & Public Info) in FY 2012 will be between $52,850 and $73,919, depending on who is selected in the bid process. The funds to cover this cost would come from the General Fund Reserves.

THE CITY OF PEACHTREE CITY

JOB DESCRIPTION

Title:	**Administrative Assistant (HR & Public Information)**
Division:	**Administrative Services**
Department:	**Human Resources**
Job Code:	**135**
Level:	**273**
Eligible for Overtime:	**Yes**
Reports To:	**Human Resources Administrator**
Prepared By:	**Human Resources Administrator**
Prepared Date:	**September 29, 2011**

I. POSITION SUMMARY

This position is responsible for providing general administrative and clerical support to the Human Resources and Public Information Departments.

II. ESSENTIAL DUTIES

- Provides general clerical support to H.R. Administrator and PIO/City Clerk.
- Answers phone calls and responds to public and employee inquiries.
- Receives, prepares, and distributes correspondence, memoranda, reports, forms, and other documentation.
- Assists with maintaining employee personnel and benefits/medical files.
- Responsible for filing.
- Assists in reviewing and maintaining budget accounts for Human Resources.
- Responsible for internal job bid postings and advertising of open positions.
- Schedules interviews for external and internal candidates.
- Checks both work and personal references on prospective employees and ensures background checks are complete.
- Assists with Annual Benefits Fair/Open Enrollment as needed.
- Assists with preparation and revision of job descriptions for City positions.
- Maintains Workers' Comp files and accident/incident reports.
- Purges records and files according to state guidelines.
- Prepares and distributes monthly employee newsletter.
- Maintains Service Awards Program.
- Schedules pre-employment and random drug screens.
- Prepares Administrative Services monthly report in absence of PIO/City Clerk.
- Serves in rotation as back-up to City Hall front desk Customer Service Representative.
- Acts as additional back-up to prepare weekly PTC Updates.
- Assists with the maintenance and updating of City web site and brochures.
- Acts as back-up in the Court Office when necessary.
- Performs other duties as assigned by supervisor.

III. QUALIFICATIONS

The qualifications listed below 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.

A. Education and/or Experience

- High school diploma and seven to ten years related experience or two years of college or Associate's Degree and two to less than five years related experience or a Bachelor's Degree with less than two years related experience.

B. Knowledge/Skills/Abilities

- Must possess outstanding communication skills.
- Must possess the ability to understand and follow oral/written policies, procedures, and instructions.
- Must have the ability to relate to individuals from all social and economic segments of the community.
- Must possess excellent customer service skills, having the ability to deal with different personalities in a professional calm manner.
- Must be comfortable with computer software programs, such as Word, Excel, and PowerPoint.
- Must be detail-oriented.

C. Certificates/Licenses/Registrations

- None required.

IV. WORKING CONDITIONS

A. Physical Demands

- The work is mainly sedentary, but may require some walking, standing, stooping, carrying of light items, such as papers, books, or small parts. No special physical demands are required to perform the work.

B. Work Environment

- The incumbent will work in an environment involving everyday risks or discomforts which require normal safety precautions. Use of safe work practices with office equipment, avoidance of trips and falls, and observance of fire regulations are minimally required.

C. Travel Requirements

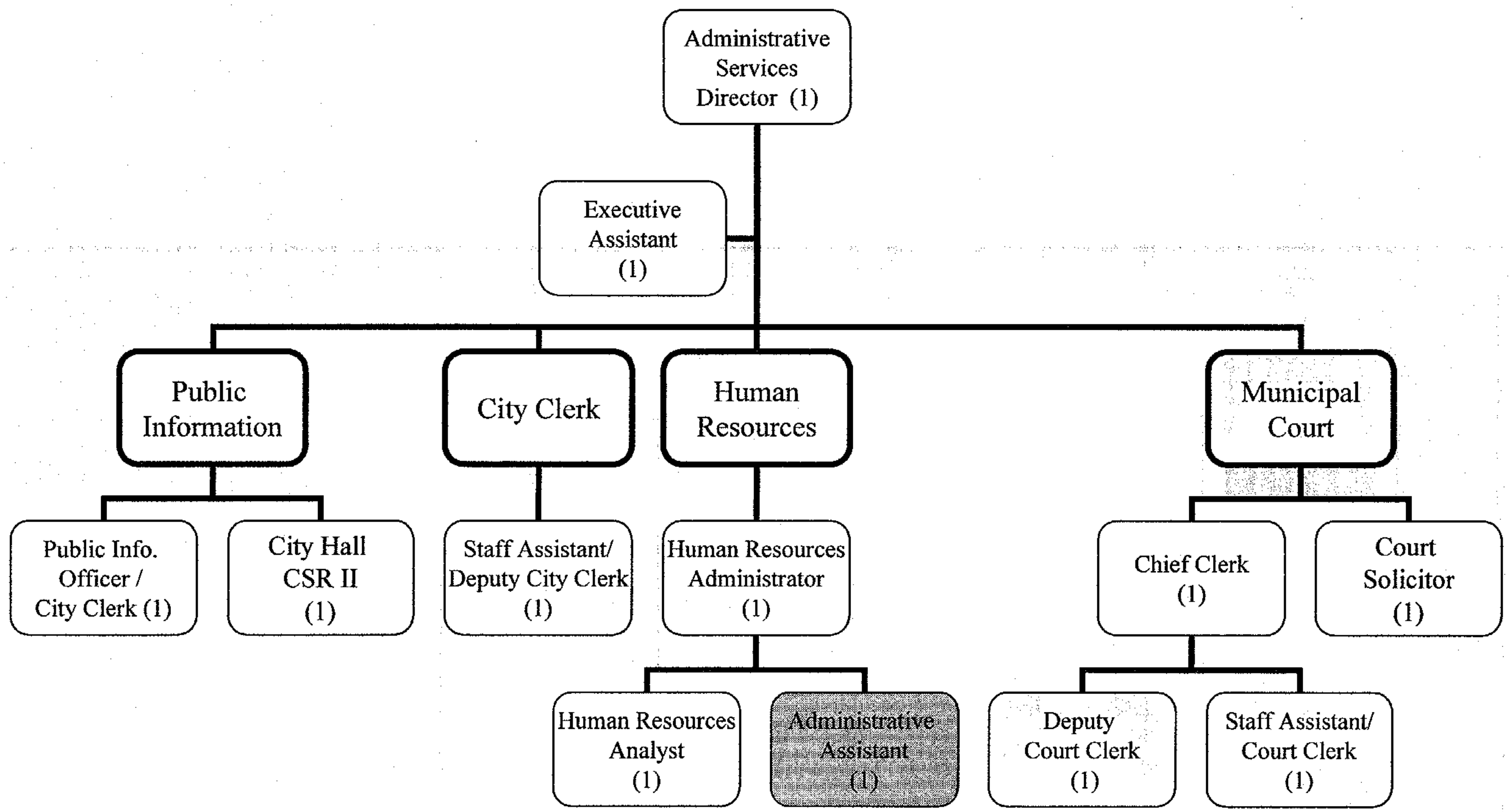
- The incumbent may be required to travel on a very limited basis.

V. APPROVAL SIGNATURES

Ellece Brown	9/29/11
Interim Administrative Services Director	Date
Ellece Brown	9/29/11
Human Resources Administrator	Date
	9/30/11
City Manager	Date

Administrative Services

Proposed FY 12



CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**
Interim Community Services Director

FROM: **Recreation & Special Events Administrator** CR

DATE: **September 30, 2011**

SUBJECT: **Ordinance Amendment – Recreation & Special Events Advisory Board**
October 6, 2011, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment.

Discussion:

With the reorganization and consolidation leading to the new Community Services Division, the Leisure Services Commission name has been changed to the Recreation & Special Events Advisory Board. This ordinance amendment reflects the new organization and name of the board. A change in the by-laws is included as the next agenda item.

Budget Impact:

This item should have no budgetary impact.

Ordinance Number ______

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR A CHANGE IN THE NAME OF LEISURE SERVICES COMMISSION TO RECREATION AND SPECIAL EVENTS ADVISORY BOARD; TO REPEAL CONFLICTING ORDINANCES EXCEPT AS HEREIN EXPRESSLY PROVIDED; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CITY, and it is hereby ordained by authority of the same, that:

Section 1. Article V, Boards, commissions and authorities; Division 6, Recreation Commission; of Chapter 2, Administration, of the Code of Ordinances of the City of Peachtree City, Georgia, be amended as follows:

Division 6.-~~LEISURE SERVICES DIVISION~~ RECREATION AND SPECIAL EVENTS ADVISORY BOARD

Sec. 2-471. - Established; organization.
There is established a ~~leisure services commission.~~ Recreation and Special Events Advisory Board. The commission shall consist of five persons serving without pay. The term of office shall be ~~five~~ three years.

Sec. 2-472. - Election of officers; adoption of bylaws.
Immediately after their appointment, ~~leisure service commission~~ Recreation and Special Events Advisory Board members shall meet and organize by electing a chairman and other necessary officers. The ~~commission~~ board shall have power to adopt bylaws, rules and regulations for the proper conduct of recreation for the city.

Sec. 2-473. - Duties.
The Recreation and Special Events Advisory Board~~leisure services commission~~ shall plan and provide for the policy of the ~~city library,~~ public playgrounds, playfields, indoor recreation centers and other recreation facilities owned or controlled by the city. It shall be able to ~~conduct~~ advise city staff on any form of recreation or cultural activity that will employ the leisure time of the people in a wholesome and constructive manner. In collaboration with city staff, ~~I~~it may conduct such activities on ~~properties under its own control, on~~ public properties with the consent of the authorities of the property~~,~~ and on private properties with the consent of the owner.

Sec. 2-474. - Recommendations to city council generally.

~~All m~~Matters pertaining to recreation ~~shall~~ may be reviewed by the Recreation and Special Events Advisory Board ~~leisure services commission~~ for their recommendations prior to consideration by the city council.

Sec. 2-475. - Budget recommendations; funds.
Annually, the Recreation and Special Events Advisory Board ~~the leisure services commission shall~~ may supply input and recommendations on the budget to the city council for approval. The ~~commission~~ board may also solicit or receive any gifts or bequests of money or other personal property or any donation to be applied, principal or income, for either temporary or permanent use for facilities or other recreational purposes. All gifts, properties, and donations must be accepted by city council. Such funds will be maintained in a separate ~~leisure services commission~~ account for other recreation purposes under established guidelines and shall be subject to the city's annual audit.

~~Sec. 2-476. - Annual report.~~
~~The leisure services commission shall make an annual report to the city council and such other reports as may be requested.~~ The Board in conjunction with the Administrator of Recreation and Special Events shall make a full and complete annual report including a proposal for the ensuing year and make such other reports as may be required.

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

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

Section 4. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This ________ day of ______________________ 2011.

____
Don Haddix, Mayor

____

Attest: ______________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager
Interim Community Services Director

FROM: Recreation & Special Events Administrator CR

DATE: September 30, 2011

SUBJECT: By-laws – Recreation & Special Events Advisory Board
October 6, 2011, City Council Meeting

Recommendation:

That Council adopt the attached by-laws for the Recreation & Special Events Advisory Board.

Discussion:

With the reorganization and consolidation leading to the new Community Services Division, the Leisure Services Commission name has been changed to the Recreation & Special Events Advisory Board. The attached by-laws reflect the new name and responsibilities.

Budget Impact:

This item should have no budgetary impact.

BY- LAWS

OF

PEACHTREE CITY RECREATION AND SPECIAL EVENTS ADVISORY BOARD

ARTICLE I

1.1: The name of this organization is "The Recreation and Special Events Advisory Board of the City of Peachtree City", and it is an organization of the City of Peachtree City, County of Fayette, created pursuant to the provisions of Chapter 64 of Title 36 of the Official Code of Georgia Annotated.

ARTICLE II - Purposes

2.1: To provide guidance in the maintenance, coordination, and establishment of recreational activities and special events within the City in coordination with a professional paid city staff under the authority of the Administrator of Recreation and Special Events; to participate actively in local, state and national recreational affairs; to educate the citizens of the City of Peachtree City by disseminating among them information concerning the development and progress of the recreation and special events activities in Peachtree City relating to (5) five major areas of focus including Facilities, Programming, Volunteers, Special Events, and Marketing/ Fundraising/ Sponsorships.

ARTICLE III - Board Membership

3.1: The Advisory Board shall consist of five members, each of whom shall be residents of the City of Peachtree City, and who shall serve without pay; the terms of office of the Board Members shall be (3) three years, or until their successors are appointed, except that the members of such Board first appointed shall be appointed for such terms that the term of at least one member shall expire annually thereafter; the Board Members shall be appointed by the City Council of Peachtree City pursuant to the direction of Section 36-30-6, Code of Georgia, Annotated. The Recreation and Special Events Advisory Board Chairperson shall also serve on the Peachtree City Convention and Visitors Board.

ARTICLE IV - Powers of Board

4.1: The Board is empowered to make recommendations to paid city staff regarding policy for the conduct and coordination of the activities of the playgrounds, athletic fields, recreation centers and other recreational activities and facilities. The Board shall also have the power to adopt by-laws and make recommendations regarding rules and regulations for the proper conduct of public recreation for the City of Peachtree City. The Board may have the power to conduct any form of recreation or cultural activity that will employ the leisure time of the people of the community in a constructive and wholesome manner. The Board may be empowered to carry on such activities on any of the properties owned or controlled by the City or on any other properties with the consent of the owners or authorities thereof.

ARTICLE V - Budgets and Reports

5.1: The Board will review the annual Recreation and Special Events budgets prepared by the Administrator of Recreation and Special Events, who will submit it to the City Council for approval. The Board may solicit or receive any gifts or bequests of money or other personal property or any donation to be applied, principal or income, for either temporary or permanent use for facilities or other recreational purposes. All gifts, properties, and donations must be accepted by City Council. Such funds will be maintained in a separate account for other recreation purposes under established guidelines and shall be subject to the City's annual audit.

5.2: The Board in conjunction with the Administrator of Recreation and Special Events shall make a full and complete annual report including a proposal for the ensuing year and make such other reports as may be required.

5.3: The Board shall assist in long-range planning for recreation and special events in Peachtree City.

5.4: The Board shall elect a representative to serve as a member of the Fayette County Recreation Commission.

ARTICLE VI - Officers

6.1: The officers of the Board shall be a chairperson and a vice-chairperson

6.2: The officers shall be elected by the Board annually and shall serve for the term of one year or until their successors are elected. Any officers may serve for consecutive years, if re-elected.

6.3: The chairperson shall preside at meetings of the Board, and shall appoint committees and perform all other duties generally pertaining to the office of chairperson. The chairperson will also serve as a member of the Peachtree City Convention and Visitors Bureau.

6.4: The vice-chairperson shall perform these duties in the absence of the chairperson.

6.5: Proceedings of each meeting shall be recorded and minutes of the meeting will be produced by a paid staff member. The meeting minutes will be presented to the Board for approval at their next regular meeting.

ARTICLE VII - Meetings and Attendance

7.1: Regular meetings of the Board shall be held monthly on the third Monday of each month. Special meetings of the Board may be held at any time at the call of the chairperson of the Board, or at the call of the Administrator of Recreation and Special Events, or by a majority of the members of the Board with a 24-hour notice.

7.2: A simple majority of the five voting members of the Board shall constitute a quorum for the transaction of business. A minimum of three Board Members must be present to convene a meeting. If a quorum is not present after waiting a reasonable time, the presiding officer should take the chair, call the meeting to order, announce the absence of a quorum and entertain a motion to adjourn, to fix the time in which to adjourn, to recess or take measures to obtain a quorum.

7.3: Each regular member shall maintain an 80% attendance record at all regular and called meetings for the previous 12 months. Members failing to maintain such an attendance record, or who are absent at any three consecutively scheduled meetings, may be immediately dismissed from the Board by the chairman. However, the chairman may excuse an absence for documented medical reasons or for business directly related to the purpose of the Board, so long as the total number of absences does not result in attendance falling below 70% for the previous 12 months.

While serving as an alternate, the alternate will be required to attend a minimum of 60% of regular and called meetings of the Board.

7.4: All meetings of the Board shall be conducted in accordance with the Georgia Open Meetings Law, O.C.G.A. 50-1-14-1 et seq,

ARTICLE VIII - Amendments

8.1: Amendments to these By-Laws must be submitted in writing at a regularly scheduled meeting. No action on the proposed amendment(s) can be made at that meeting. Action on the proposed amendment(s) shall be taken at the next regularly scheduled meeting or at a subsequent meeting. A 2/3 majority vote of the Board is required for an amendment change to the By-Laws.

ARTICLE IX - Adoption of Bylaws

Adopted by a majority vote of the Board, in a public and open session of a regularly scheduled meeting of the Board, at which a quorum was present and voting on the _______day of ____________, 2011.

Adopted: ____________________________
Mark Ballard, Chairman
Recreation & Special Event's Advisory Board

Attest: ____________________________

Approved on ____________________________, 2011, by a majority vote of the City of Peachtree City Council ("Council"), in a public and open session of a regular scheduled meeting, at which a quorum was present and voting.

By: ____________________________
Don Haddix, Mayor

Attest: ____________________________
Betsy Tyler, City Clerk