



CITY COUNCIL OF PEACHTREE CITY
REVISED AGENDA

Peachtree City
Mayor & City Council
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

SEPTEMBER 19, 2019
6:30 p.m.

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Recognize Employee of the Month – Bob Grove, Crossing Guard
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
September 5, 2019, Regular Meeting Minutes
- VII. Consent Agenda
 - 1. Consider FY 2019 Budget Amendment – Change Orders, Stormwater Pipe Rehabilitation Projects
 - 2. Consider Permissions for Digital Library of Georgia to Digitize & Provide Online Public Access to Peachtree City Historical Documents
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 09-19-02 Consider Bid for Tree Trim & Removal Services – Total Outdoors, LLC (*Scott Hicks*)
 - 09-19-02 Consider Draw on Master Lease-Purchase Agreement – Computer & Technology Equipment (UPDATED DOCUMENTS) (*Paul Salvatore*)
 - 09-19-03 Consider \$500,000 Increase to Paving Contract (*Jonathan Miller*)
- X. Council/Staff Topics
- XI. Executive Session
- XII. Adjourn

**City Council of Peachtree City
Meeting Minutes
Thursday, September 5, 2019
6:30 p.m.**

The City Council of Peachtree City met in regular session on Thursday, September 5, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Agenda Changes

Saying it merited discussion, Madden moved to move Consent Agenda item 6 to the New Agenda section. Prebor seconded. Motion carried unanimously.

Minutes

Ernst moved to approve the August 15, 2019, special called meeting minutes and the August 15, 2019, regular meeting minutes as written. King seconded. Motion carried unanimously.

Ernst moved to approve the August 22, 2019, special called meeting minutes as written. Prebor seconded. Motion carried 4-0-1, with King abstaining.

Consent Agenda

- 1. Consider Official Intent Resolution (Reimbursement Resolution)**
- 2. Consider Non-profit Funding Agreement – Fayette Senior Services, Inc.**
- 3. Consider Non-profit Funding Agreement – Promise Place**
- 4. Consider FY 2019 Budget Amendment – Kiwanis Club of Peachtree City Donation to DARE**
- 5. Consider FY 2019 Budget Amendment – Impact Fees/Books and Other Media**

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

New Agenda Items

Consent Agenda #6 Consider Bid for Robinson Road Drainage Improvements – Crawford Grading & Pipeline, Inc.

Stormwater Manager Mike Madison said the pipe underneath Robinson Road had failed and must be excavated and replaced. He referred to the map displayed showing the location of the pipe in relation to Crosstown Road and Cameron Trail. The damage was such that the pipe could not be relined. There were failed joints and significant vertical offset, so the only option was to open cut and replace the pipe.

Robinson Road would have to be closed during this time, Madison noted, and detours would be set up utilizing Cameron Trail. At the north end, Robinson Road would be closed at Cameron Trail, and, at the south end, it would be half closed at Crosstown Road in order to allow access to Southside Church and Jennings Yard subdivision. Madison said Robinson Road would be closed for 10 days beginning September 16 and reopen September 26. Of course, weather could delay the project, he noted, adding that while he was confident the project could be completed in 10 days, they never knew what they would find when they started digging up the roads, including unmarked utilities or bad roadway soils.

Fleisch asked how they discovered this was necessary, and Madison replied that a giant sinkhole opened up in the roadway embankment and went under the road. When they ran a camera down the line, they discovered collapsed joints and vertical offset.

Ernst clarified the dates, and Prebor asked about the size of the line and was told it was 18 inches.

City Manager Jon Rorie remarked that this should be looked at as part of a bigger project. Madison said dozens of other pipes ran under Robinson Road. He noted they had just lined a series of pipes just south of this area, and others had been assessed and were not in bad shape. Rorie said this one just was in a bad enough condition that it required an open cut and replacement. Rorie commented that he wanted Madison to explain this project because they were talking about closing a major road for 10 to 14 days. He asked Madison if they had notified the School Board of the closure so it could make transportation adjustments, and Madison said they had. Police and Fire had also been notified, and it had been posted on social media and the City website.

Rorie went on to explain that both Robinson Road and Peachtree Parkway South were scheduled to be repaved using Transportation Improvement Program (TIP) funding in which the City had a match. They were trying to get this project done because the bid out was set for the near future with an estimated start date of April 2020. The idea was to assess all the pipes and complete any needed repairs before the repaving got underway. Rorie acknowledged there was no good time for a road closure, but it had to be done now.

Paving for the roughly five miles of Robinson Road that would be done next year was expected to cost about \$2.5 million, with the City's share being approximately \$650,000. The Peachtree Parkway project had a total projected cost of \$3.2 million, with the City's cost share being around \$900,000. In total, the City would pay about \$1.5 or \$1.6 million in matching funds for the projects in the FY 2020 budget. They would be doing additional paving with Special Purpose Local Option Sales Tax (SPLOST) dollars, but most of the paving money would be consumed by these two projects, with a total cost of about \$5.5 million. Rorie said he wanted to make sure everyone was aware of all these upcoming projects.

Madden asked about the estimated cost for the Robinson Road drainage improvements. Madison said the low bid, which they recommended, was \$90,272.55 from Crawford Grading & Pipeline Inc. It would be for about 82 feet of pipe. Fleisch noted they had used this company on other projects.

Madden moved to approve the Robinson Road drainage improvements by Crawford Grading & Pipeline, Inc. King seconded. Motion carried unanimously.

09-19-01 Public Hearing – Consider Variance Request to Sections 1006(b)(4)(a) and 1006(b)(4)(c) of Land Development Ordinance, 263 Greenwood Lane

Fleisch opened the public hearing.

Planning and Development Director Robin Cailloux said this request was for a variance from the Land Development Ordinance, which required all residential subdivisions to provide single combined stormwater facilities, which were designated as a City-owned greenbelt and were maintained by the City. The applicant was requesting the variance to allow for individual facilities on each lot. These facilities would remain under private ownership.

The applicant, Doug Feller, owner of Cavalier Manor LLC, had submitted a justification narrative, along with a site plan and a hydrology study. Council received a copy of the site plan in their meeting packet. The hydrology study was under review by the Engineering Department, Cailloux stated. She pointed out the property on the site map. It was on the north side of the City, with Kedron Hills to the south, and Greenwood Oaks to the west. It was a remnant property created from the realignment of Crabapple Lane and Greenwood Lane in 1997. The applicant had provided a conceptual site plan, and Cailloux highlighted where the stormwater facilities would

be located on the property. She pointed out Loring Lane and Greenwood Lane on a site map that showed there were five lots on this parcel, two in front and three in the rear.

The ordinance set forth several conditions for the granting of variances. The first looked at whether there were special conditions applicable only to this property and not to others in the same area. Staff did not identify any specific conditions or circumstances. Cailloux noted that Kedron Hills, a much larger development, had a combined facility, but Greenwood Oaks was developed under a previous ordinance, which did not require stormwater facilities if roads were not being built. They had since updated the ordinance to require stormwater facilities for all subdivisions.

The second criterion looked at whether the regulations created practical difficulty or unnecessary hardship. None had been identified, but Cailloux said staff wanted to point out that the topography of the property dictated that a combined facility probably would have to be along Loring Lane, due to the slope of the land. If the variance was approved, the applicant would have more flexibility in designing these facilities so as not to disrupt the aesthetics along Loring Lane.

A third question asked if there were exceptional conditions, and Cailloux noted this was a redevelopment lot surrounded by Kedron Hills, a much larger development which put in roads and had the flexibility to determine where their facility should go. The smaller size of this property restricted where a stormwater facility could be located.

The fourth criterion looked at whether granting a variance would constitute a special privilege. This was a request for a variance from the requirement of a specified design and maintenance. It did not preclude them from having to meet all of the other stormwater management requirements or performance measures. Staff did not believe it was a special privilege, but recommended that, if granted, the applicant be required to execute a Stormwater Management Facility Maintenance Agreement between the City and the owner for each lot. The agreement would carry with the land, so any future property owner would be bound by it. This was a standard agreement used on private stormwater facilities located throughout the City.

Cailloux stated that they also looked at whether the variance would be detrimental to public health, safety, or welfare and reminded Council that the variance was not a variance from the stormwater performance standards set by the State. The final criterion examined if this variance would conflict with the City's Comprehensive Plan, and Cailloux said it would not.

Attorney Rick Lindsey spoke for the applicant. He reminded Council that they were before them in July to obtain a rezoning on the property. It was a single parcel originally, but Council gave them permission to subdivide it into five lots. There currently was no stormwater detention on the land because the existing home was built prior to stormwater regulations being adopted. They were requesting a variance so detention could be maintained on each lot, not in one central facility that would be owned by the City. A central site would have to be on Loring Lane, Lindsey noted, right in view of all the neighbors. He described the design they wished to use on each parcel as subtle and aesthetically pleasing. It should improve the stormwater runoff in the area. Lindsey said they had looked at the City's standard maintenance agreement, and it was fine. It required all homeowners to maintain those areas and submit to an annual inspection. They were not asking for special privileges, just a re-design. He said City Engineer Dave Borkowski suggested to Feller that this was something to think about. It would greatly improve the runoff situation, meet state law, and look much better than a facility on Loring Lane, Lindsey concluded.

Resident Pam Kemp said she had concerns about individuals being able to maintain these facilities and wondered if it would eventually fall back on the City. She wanted to know if these

were retention or detention ponds or just simple swales that would be easy for a homeowner to maintain. She also asked if 12-inch pipes be involved.

No one else wished to speak, and the Mayor closed the public hearing.

Madden asked Cailloux if she had a site plan showing where a combined detention pond would be. Cailloux said she did not. Staff looked at the topography and noted how the water flowed. She said a detention pond would have to be between the two lots on Loring Lane. Madden wanted to know if anything would be blocking the view from Loring Lane. Cailloux told him the City's ordinance did not require landscaping. There were some safety measures that would have to be put in place, such as a chain link fence. They could always request additional landscaping, she said, pointing out that in the Everton subdivision the developers voluntarily added landscaping, probably to improve the view for potential homeowners. Madden said he was concerned about the impact on the stream that ran through Kedron Hills, saying it was quite striking, very clean and clear. He wondered if the four homeowners in Cavalier Manor would be as conscientious about maintaining detention ponds, mud holes, butterfly gardens, or rock gardens as the City would be in making sure there was no overflow and that maintenance was kept up.

Borkowski, note that the applicant's engineer was present and might be able to answer more detailed questions. Borkowski explained they were talking about individual bio-retention areas, which he described as "glorified butterfly gardens." They were not ponds; they utilized infiltration practices for stormwater and provided detention as well.

Fleisch asked if there was an inspection process and speculated that the areas Cailloux had highlighted did not show exact scale. Cailloux said there would be regular inspections and homeowners would be notified of violations they must rectify. In the past, Fleisch remarked, the City had not been vigilant about its detention/retention ponds. The Stormwater Utility had not been funded properly, she stated, but now they had more control. If this was going to be in the homeowner's back yard, she noted, they would take care of it because they had to see it every day. The City would inspect it once a year.

Prebor asked how often it would be inspected. Borkowski confirmed with Madison that there would be a City inspection once every five years. Prebor asked if a homeowner could just fill it in, but Borkowski said the agreement they would sign called for the homeowner to conduct an annual inspection and submit that information to the City. There was not a five-year lapse, Prebor clarified, and Borkowski said that was correct. Prebor commented that the homeowners would be on the hook with this design, but if there was a common facility on Loring Lane, the City would be on the hook. He said he had rather the homeowner be on the hook.

If the property was sold, Ernst inquired what assurances were there that the new homeowner would be aware of this requirement. Borkowski said the agreement went with the land and was recorded at the County Courthouse. They should see it when they purchased the property. Fleisch said it should come up in a title search, and City Attorney Ted Meeker agreed, saying it would be in the deed record.

King wanted to know what would happen if a homeowner moved away and let the property go into disrepair. Borkowski said Code Enforcement would have to get involved. King said he was concerned about three lots in Kedron Hills just to the south of this property, asking if the water would cross Loring Lane in instances of heavy rainfall. Madison said there had been problems in Kedron Hills, but it was the fault of the builder.

King also noted they were indicating four retention ponds for five homes. The ordinance called for a stormwater facility for any home with over 5,000 square feet of impervious surface or more than one acre, he remarked, pointing out that the middle lot had none and was over an acre. Borkowski said he would have to defer to their engineer. One of the facilities might cover two lots.

David Hovey, the consulting engineer for Feller Holdings, pointed out the low point on the property where a centrally-located facility would have to be placed. He indicated the location of the pipe that was the closest downstream drainage structure. The individual detention ponds would release at a rate less than the current conditions. He went on to explain that there was no detention area on the middle lot because there was an existing structure on that lot that would be remodeled. The land use would not change.

The four ponds that would be built were extremely shallow, he went on. They were less than two feet deep, with a filter medium in the bottom. It was a 10 – 30-foot pit that would infiltrate a one-year storm event into the ground. They had done a 10% downstream analysis to see the effect on the nearest stream, and there was no impact. What they were proposing was more desirable than having one central release point for all the stormwater runoff. What was proposed would be sodded lawns with an infiltration trench as part of it. The public would not see it. The property owners would have to keep it mowed, but it would not require any special upkeep.

King clarified there would be no sharing of a detention pond, and Hovey noted there would be no changes to the land on the middle lot from current conditions.

Prebor moved to approve New Agenda item 09-19-09 Variance Request to Sections 1006(b)(4)(a) and 1006(b)(4)(c) of Land Development Ordinance, 263 Greenwood Lane. Ernst seconded. Motion carried 3-2, with King and Madden dissenting.

Council/Staff Topics

Fleisch mentioned that they might want to consider moving the December 19 Council meeting to December 12. Rorie said it should be fine, but they needed to look at legal requirements for advertising in the event of any zoning requests. Fleisch said they should be able to combine both scheduled December meetings (December 5 and December 19) into one meeting on December 12.

There being no further business, Ernst moved to adjourn at 7:04 p.m. Madden seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: Mike Madison, Stormwater Manager

DATE: September 9, 2019

SUBJECT: 2019 Stormwater Pipe Rehabilitation Projects – Change Orders and Budget Amendment
September 19, 2019 City Council Consent Agenda

Recommendation: Staff recommends that City Council approve the attached change orders and budget amendment for the Stormwater Pipe Rehabilitation Projects CCCP Group A and B and CIPP Group A and B for a total of \$210,000.

Discussion: The attached change orders increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under the contracts. The selected structurally failing storm drainage pipes are exhibiting various types of degradation including severe invert corrosion, holes in the pipe inverts and failing pipe joints. Trenchless pipe rehabilitation is the best option to repair the observed failures in that it can be quickly installed and provides a structural component without having significant excavations and/or road closures.

Project CCCP Pipe Lining – Pipe Group A, Contractor - Eviro Trenchless, LLC - \$20,000
Project CCCP Pipe Lining – Pipe Group B, Contractor - Eviro Trenchless, LLC - \$30,000

Project CIPP Pipe Lining – Pipe Group A, Contractor - Federal EC, LLC - \$75,000
Project CIPP Pipe Lining – Pipe Group B, Contractor – Vortex Services - \$85,000

The attached budget amendment will assign renewal and extension funds for the pipe rehabilitation projects.

Budget Impact: This will increase both revenue and expense \$210,000 in the Stormwater Fund with funding coming from renewal and extensions.

DATE 09/19/2019

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution increasing both Revenue and Expense in the Stormwater Fund \$210,000 to assign renewal and extension funds to pipe rehabilitation project change orders.

Approved

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 8/29/2019

Effective Date: 8/29/2019

Project: 2019 CIPP Pipe Lining – Pipe Group A	City of Peachtree Contract No.: 19-114BSW PO #19-62585
Owner: City of Peachtree City	Original Date of Contract: 7/8/2019
Contractor: Federal EC, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>587,392.00</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u>-</u>
Contract Price prior to this Change Order:	\$ <u>587,392.00</u>
<u>(Increase)</u> [Decrease] of this Change Order:	\$ <u>75,000.00</u>
Contract Price incorporating this Change Order:	\$ <u>662,392.00</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days ☒ Calendar days
Substantial completion (<u>days</u> or date):	<u>90</u>
Ready for final payment (<u>days</u> or date):	<u>120</u>

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

(Increase) [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: _____

Division Director/Chief

By: _____

Purchasing Agent

By: _____

Finance Director

By: _____

City Manager

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 8.29.19

END OF SECTION

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 9/5/2019

Effective Date: 8/29/2019

Project: 2019 CIPP Pipe Lining – Pipe Group B	City of Peachtree Contract No.: 19-115BSW PO #19-62586
Owner: City of Peachtree City	Original Date of Contract: 7/22/2019
Contractor: Vortex Services	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>578,126.00</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u> / </u>
Contract Price prior to this Change Order:	\$ <u> / </u>
<u>(Increase)</u> [Decrease] of this Change Order:	\$ <u>85,000.00</u>
Contract Price incorporating this Change Order:	\$ <u>663,126.00</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days ☒ Calendar days
Substantial completion (<u>days</u> or date):	<u>90</u>
Ready for final payment (<u>days</u> or date):	<u>120</u>

Project name
Project number

00 94 63-1
CHANGE ORDER

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: _____

Division Director/Chief

By: _____

Purchasing Agent

By: _____

Finance Director

By: _____

City Manager

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 9-6-19

END OF SECTION

Project name
Project number

00 94 63-2
CHANGE ORDER



To:	City Of Peachtree City	Contact:	
Address:	151 Willowbend Road	Phone:	770-631-2515
	Peachtree City, GA 30269	Fax:	
Project Name:	GA - Peachtree - CIPP 2019 Stormwater Pipe Rehb. CIPP - Group B	Bid Number:	19-1971
Project Location:	Peachtree, GA	Bid Date:	5/28/2019
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CO 1 - 001	CIPP PIPE LINING 24" - 101 Arbor Gate	172.00	LF	\$125.00	\$21,500.00
CO 1 - 002	CIPP PIPE LINING 18" - 204 Aberdeen Drive	165.00	LF	\$90.00	\$14,850.00
CO 1 - 003	CIPP PIPE LINING 18" - Clifton Land At Dalston Way	148.00	LF	\$97.00	\$14,356.00
CO 1 - 004	CIPP PIPE LINING 30" - Clifton Land At Dalston Way	236.00	LF	\$155.00	\$36,580.00
CO 1 - 005	CIPP PIPE LINING 24" - Clifton Land At Dalston Way	69.00	LF	\$189.00	\$13,041.00
CO 1 - 006	CIPP PIPE LINING 24" - 605 Flat Creek Road	74.00	LF	\$180.00	\$13,320.00
CO 1 - 007	CIPP PIPE LINING 18" - 1001 Walt Banks Road	95.00	LF	\$125.00	\$11,875.00
CO 1 - 008	CIPP PIPE LINING 18" - 1024 Walt Banks Road	84.00	LF	\$135.00	\$11,340.00
CO 1 - 009	CIPP PIPE LINING 15" - 32 Perthshire Drive	202.00	LF	\$71.00	\$14,342.00
CO 1 - 010	PIPE CLEANING	1,245.00	LF	\$4.00	\$4,980.00
CO 1 - 011	PIPE CCTV	1,245.00	LF	\$3.00	\$3,735.00

Total Bid Price: \$159,919.00

Notes:

- If necessary, Owner / Contractor will provide dewatering and or bypass pumping
- If necessary, Owner / Contractor will provide maintenance of traffic (MOT)
- Owner / Contractor will provide a portable hydrant meter for our use.
- Owner / Contractor will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner / Contractor will be responsible for providing an onsite disposal area for any debris removed from the storm pipes. It will then be the Owner / Contractor's responsibility to properly haul off and dispose this material.
- Owner / Contractor will provide access to each and every manhole
- If necessary, Owner / Contractor will provide Permits & Fees
- Water used to clean pipe segment to be decanted in the pipe segment or adjacent pipe/outfall area

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Vortex Services Authorized Signature: _____ Estimator: Bhaumi Chaurasia (740) 707-1991 bchaurasia@vortexcompanies.com
---	--

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 8/27/2019

Effective Date: 8/27/2019

Project: 2019 CCCP Pipe Lining -- Pipe Group B	City of Peachtree Contract No.: 19-112BSW PO # 19-162082
Owner: City of Peachtree City	Original Date of Contract: 6/3/2019
Contractor: Enviro Trenchless, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>308,934.00</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u> / </u>
Contract Price prior to this Change Order:	\$ <u>308,934.00</u>
<u>(Increase)</u> [Decrease] of this Change Order:	\$ <u>30,000.00</u>
Contract Price incorporating this Change Order:	\$ <u>338,934.00</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days
	☒ Calendar days
Substantial completion <u>(days)</u> or date):	<u>90</u>
Ready for final payment <u>(days)</u> or date):	<u>120</u>

Project name
Project number

00 94 63-1
CHANGE ORDER

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

(Increase) [Decrease] of this Change Order:

Substantial completion (days or date): 30

Ready for final payment (days or date): 30

Contract Times with all approved Change Orders:

Substantial completion (days or date): 120

Ready for final payment (days or date): 150

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: Scott Dick

Division Director/Chief

By: Angela Egan

Purchasing Agent

By: _____

Finance Director

By: Jonathan

City Manager

Date: 9/9/19

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 8-27-19

END OF SECTION

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 8/27/2019

Effective Date: 8/27/2019

Project: 2019 CCCP Pipe Lining – Pipe Group A	City of Peachtree Contract No.: 19-111BSW
Owner: City of Peachtree City	Original Date of Contract: 6/3/2019
Contractor: Enviro Trenchless, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>348,271.⁰⁰</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u>✓</u>
Contract Price prior to this Change Order:	\$ <u>348,271.⁰⁰</u>
[Increase] [Decrease] of this Change Order:	\$ <u>20,000.⁰⁰</u>
Contract Price incorporating this Change Order:	\$ <u>368,271.⁰⁰</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days ☒ Calendar days
Substantial completion (days or date):	<u>90</u>
Ready for final payment (days or date):	<u>120</u>

Project name
Project number

00 94 63-1
CHANGE ORDER

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

(Increase) [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: _____

Division Director/Chief

By: _____

Purchasing Agent

By: _____

Finance Director

By: _____

City Manager

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

END OF SECTION

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Jonathan N. Rorie, City Manager 

FROM: Jill Prouty
Library Administrator 

DATE: September 16, 2019

SUBJECT: Consider Permissions for Digital Library of Georgia to Digitize and Provide
Online Public Access to Peachtree City Historical Documents
September 19, 2019 City Council Consent Agenda

Recommendation:

Staff recommends that Council waive copyright (unless otherwise noted) and give permission to the Digital Library of Georgia to digitize and publish the following documents online:

- "Happen" city newsletter published Feb 1972 – May 1974 (Joel Cowan History Room, Peachtree City Library)
- Unmarked circa. 1973 map of Peachtree City (Joel Cowan History Room, Peachtree City Library)
- 1957 Prospectus (Joel Cowan History Room, Peachtree City Library)
- Peachtree City Master Plan, April 11, 1972 (Joel Cowan Room, Peachtree City Library)
- Golf Cart Ordinance History (City of Peachtree City) <http://vault.peachtree-city.org/WebLink7/DocView.aspx?id=13199&dbid=0&repo=PTC>

Discussion:

The Digital Library of Georgia (DLG) is a GALILEO initiative based at the University of Georgia Libraries that collaborates with Georgia's Libraries, archives, museums, and other institutions of education and culture to provide access to key information resources on Georgia history, culture, and life. DLG facilitates cooperative ventures with other organizations and provides leadership for cooperative digital initiatives throughout the state.

To broaden partner participation in the Digital Library of Georgia (DLG), DLG is soliciting proposals for historic digitization projects costing up to \$7,500 from non-profit Georgia cultural heritage institutions, including public libraries. Project metadata will be included in the DLG portal and the Digital Public Library of America (DPLA).

Budget Impact:

There is no cost to participate in DLG and no local monies will be required for the grant.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager *[Signature]*
Director of Financial Services *P.S.*
Purchasing Agent *[Signature]*

FROM: Public Works Superintendent *[Signature]*

DATE: 11 September 2019

SUBJECT: Approve Total Outdoors, LLC for City Tree Trimming and Removal Services
September 19, 2019 Council Consent Agenda

RECOMMENDATION: Staff recommends that the City award the tree trimming and removal service agreement to Total Outdoors, LLC for calendar year 2020 with two (2) optional one-year renewals for calendar year 2021 and 2022.

DISCUSSION: Staff received seven responsive and responsible bids in response to the invitation to bid for this service. The lowest bidder is Total Outdoors, LLC with pricing as follows:

Regular Hours:	\$30.00 per person per hour
After Hours:	\$45.00 per person per hour
Weekends:	\$30.00 per person per hour
Holidays	\$60.00 per person per hour

Other bids ranged from \$45.00 per person per hour to \$145.00 per person per hour.

Total Outdoors, LLC has the relevant experience and physical proximity to meet the needs and requirements of Peachtree City. Their references provided only positive feedback about their customer service and performance.

Budget Impact: Sufficient funds have been budgeted.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: September 11, 2019

SUBJECT: Master Lease-Purchase – Lease Schedule #3
September 19, 2019 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council approve Lease Schedule #3 for the costs of acquiring Microsoft Server upgrades, Tape Drives, Physical Security systems, Additional Storage (facilities video), Firewall replacement, Avanti Laserfiche upgrade, and PC, laptop and printer replacements, Public Safety equipment and replacements to include: Police Vehicle replacements (10), Automated License Plate Readers, Truck replacement (1), Medic Unit 85 replacement, Cardiac Monitor Lifepak-15 Replacement, Oxygen Generator replacement, Genesis Combo Hydraulic tools (2), and Public Service equipment replacements including: Zero-turn Mowers (8), Track Hoe Replacement (1), and Truck replacements (2) in the total amount of \$1,722,026.64 and authorize the Mayor to sign the documents and the Mayor and City Council Members to sign the City's Certificate of Incumbency.

Discussion:

On January 5, 2017 City Council approved a Master Lease-Purchase Agreement for the financing of machinery and equipment in conjunction with Banc of America. This request is for Lease Schedule (Draw) #3 against that Master Lease-Purchase Agreement. The total amount for Schedule #3 of \$1,722,026.64 is for capital purchases of computer and technology equipment, public safety and public works vehicle and equipment replacements noted above. The vehicles and equipment will be financed over a five (5) year period with the first quarterly payment due December 31, 2019 and the last payment on September 30, 2024. The interest rate on this loan is currently set at 1.844 percent per annum. An update on the rate is expected to be available at the City Council meeting on September 19, 2019.

The City is expected to close (fund) this transaction on Tuesday September 24, 2019, following approval by the City, who will meet on Thursday, September 19, 2019 to approve the transaction. The final documents to be signed by the Mayor and City Council will be provided prior to the meeting.

Budget Impact:

Funds for the fiscal year 2020 debt service payments have been previously budgeted. Debt service payments for future fiscal years will be included in the annual operating budgets proposed to City Council.

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

Thank you for your attention to this matter.

Attachments

KB/Financing/BOA Lease Purchase Schedule #3

SCHEDULE OF PROPERTY NO. 3

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

1. *Defined Terms; Lease; Bank of America, National Association.* Unless otherwise defined herein, all terms used herein have the meanings ascribed to such terms shall have the meanings ascribed to them in the above-referenced Agreement. The Agreement was assigned to Banc of America Public Capital Corp ("BAPCC"), pursuant to an Absolute Assignment Agreement, dated January 12, 2017. This Schedule constitutes as "Lease" for all purposes under the Agreement, and is by and between Lessee and Bank of America, National Association, a national banking association (the "Lessor", an affiliate of BAPCC. For all purposes with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Agreement shall be deemed to be a reference to Bank of America, National Association, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to the Agreement.

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

3. *Payment Schedule.*

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

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

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 16 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Lease pursuant to the Resolution approved on September 6, 2018; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an

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

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be reimbursed to the Lessee is \$1,722,026.64

7. *Lease Term.* The Lease Term shall consist of the Original Term and five (5) consecutive Renewal Terms, with the final Renewal Term ending on September 30, 2024, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 15 of the Agreement, the Prepayment Option Commencement Date is June 30, 2022.

9. *Contract Rate; Taxable Rate.* In accordance with and pursuant to Section 4.3 of the Master Equipment Lease, the Lessor and the Lessee agree to adjust the formula used for the Contract Rate for this Lease as well as future Leases entered into pursuant to the Master Lease, as follows:

The Contract Rate shall be calculated by multiplying the Index Rate by 79% and then adding the Spread. The "Index Rate" means (i) for a 60-month term, the 3 year Swap rate as reported in the Bloomberg Interest Rates Swap Index as of 3 days preceding the funding of a Lease, or (ii) for a 72 month term, the 4 year Swap rate as reported in the Bloomberg Interest Rates Swap Index as of 3 days preceding the funding of a Lease. The Spread means (a) with respect to a bank-qualified Lease (i) for a 60 month term, 0.7062% percent or (ii) for a 72 month term, 0.7492% and (b) for a non-bank qualified Lease (i) for a 60-month term, 0.6827% and (ii) for a 72-month term, 0.7822%. The Taxable Rate for each Lease within 12 months of the date of this Master Lease shall be calculated by multiplying the applicable Contract Rate by 124.80% for each bank qualified Lease and 127.63%% for each non-bank qualified Lease.

Based on the foregoing, the Contract Rate for this Schedule is 1.8675% per annum. The Taxable Rate for this Schedule is 2.3379% per annum.

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

- | | | |
|-----|--------------------------|--|
| (a) | <i>Registered Owner:</i> | Peachtree City, Georgia
151 Willowbend Road
Peachtree City, GA 30269 |
| (b) | <i>Lienholder:</i> | Bank of America, National Association
Northeast Center Building
2059 Northlake Parkway, 4 th Floor
Tucker, GA 30084-5321 |

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

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

Dated: September 24, 2019

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

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

By: _____
Name: _____
Title: _____

By: _____
Vanessa Fleisch, Mayor

Counterpart No. _____ of 2 manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A
EQUIPMENT SCHEDULE

<u>Vendor</u>	<u>Description</u>	<u>VIN/Serial Number</u>	<u>Amount</u>
<u>Grounds - Zero Turn Mowers</u>	Z Rider Mower	18082157	\$10,002.93
	Z Rider Mower	18082154	10,002.93
	Z Rider Mower	18084891	10,002.93
	Caution Light Kits (3)		451.98
<u>Grounds - Replacement Vehicles</u>			
Allan Vigil Ford	2019 Ford Super Duty F-250 srw	1FTBF2ATXKED56330	32,307.60
Allan Vigil Ford	2019 Ford F150 Reg Cab 4x2 ss	1FTMF1C57KKC53966	27,169.68
<u>Public Works- Zero Turn Mowers</u>			
Fayette Mower & Appliance			
	Z Rider Mower	18082881	10,002.93
	Z Rider Mower	18084489	10,002.93
	Z Rider Mower	18082880	10,002.93
	Z Rider Mower	18084490	10,002.93
	Z Rider Mower	18083240	10,002.93
	Caution Light Kits (5)		753.30
<u>Public Works- Replacement Track Hoe</u>	KOMATSU TRACK HOE REPLACEMENT	B48412042	85,985.04
<u>Police - Patrol vehicle replacements</u>			
Wade Ford	2019 Ford Interceptor -1	1FM5K8AT0KGB23939	30,967.00
Wade Ford	2019 Ford Interceptor -2	1FM5K8AT7KGB23940	30,967.00
Wade Ford	2019 Ford Interceptor - 3	1FM5K8AT9KGB23941	30,967.00
Wade Ford	2019 Ford Interceptor - 4	1FM5K8AT0KGB23942	30,967.00

Wade Ford	2019 Ford Interceptor - 5	1FM5K8AT2KGB23943	30,967.00
Wade Ford	2019 Ford Interceptor- 6	1FM5K8AT4KGB23944	30,967.00
Wade Ford	2019 Ford Interceptor- 8	1FM5K8AT8KGB23946	30,967.00
Wade Ford	2019 Ford Interceptor- 7	1FM5K8AT6KGB23945	30,967.00
Wade Ford	2019 Ford Interceptor- 9	1FM5K8ATXKGB23947	30,967.00
Wade Ford	2019 Ford interceptor- 10	1FM5K8AT6KGA64976	31,564.00
EF Johnson	Hardware & Programing for Digital Radios (10)		54,659.26
Coban Technologies, Inc.			51,900.00
	Focus H1 in car video system w/mic (9)		
	Focus H1 64GB USB secure Pen Drive (1)		
	DVMS Solution License (9)		
	Setup-Backoffice Package a 2 Day (1)		
	MIS- Adapter Plate (9)		
	A-Edge Interceptor SUV Dash Plate (9)		
	Shipping In Car Equipment (9)		
Coban Technologies, Inc.	Focus vehicle Dock Package, (9) cameras, Focus H1, Mounting, Coban DVMS Solution, Backoffice Setup		4,098.00
Trans Comm	PD CID Vehicle accessories and Radar Permit, Inner Edge 13-18, Whelen RT inner Edge		6,676.00
	Pedestal Mount, Siren Speaker, Anti Theft, Trunk Vault Exp Investigator, Installation		
	PD Westin Push Bumper, Pit Bar, Wing Wrap, Light Channel, Hitch, Equip Pkg1,2,3,4 (9)		129,798.00
	Graphic Design package ofr PI Utility 9@450.00 (PD)		4,525.00
	GraphicDesign package for F150 1@475.00 (1) PD		
Radio One	Kenwood VM700 Dual Deck, Single Remote KCH-20 with Standard Accessories	(800 MHZ) X93005833130070	4,438.25
	Instant Recording Rplay KES 5 External Speaker. 3yr Warranty (PD)	(VHF) X973004830230027	
EF Johnson	GPS Antenna and Roof Mount Kit (10)		1,011.06
Allan Vigil Ford	2019 Ford F250	1FT7W2B65KEE05853	33,391.00
144th Marketing Group LLC	Ford F250 Accessories PD		7,751.59

<u>Police - License Plate Reader</u>			
Cintel	License Plate Readers (2)		15,976.78
	License Plate Readers (1)		8468.39
City Electric Supply	Electrical Conduits, Box, Cover and Terminal Adapter Animal Shelter		184.61
Home Depot	Couplings, PVC Fittings, Metallic Cover Animal Shelter		31.71
Herr Electric	Mobilze Line Truck, Auger Hole, Set Pole , Animal Shelter		1,200.00
	Install 200 Amp, Trenching to Pole, Animal Shelter		4,700.00
<u>Fire- Oxygen Generator Replacement</u>			
B&T Enterprises	Oxygen Generator		11,000.00
	Oxygen Generator balance paid		12,500.00
<u>Fire - Hydraulic Tools</u>			
Rescue Systems Unlimited "Harold Eastman"	Genesis Combo Hydraulic Tools (2)		25,170.00
<u>Fire - Ambulance Replacement</u>			
Ten-8	Braun Chief XL Ambulance	1FDUF4GTJEC21452	241,942.00
Ten-8	Braun Chief Electric Step, Aluminum Wheels and B/U Sensor		3,347.00
Ten-8	Braun Chief Upgrade Inverter to 1800 Watts		1,116.00
<u>Fire - Cardiac Monitor Lifepak Replacement</u>			
Stryker	Lifepak Monitor Replacement		41,066.23
<u>Information Technology - Server Software Upgrades</u>			
	Microsoft Windows Server 2019 License (270) User Cals R18-05794		7,830.00
CPAK Technology Solutions	Microsoft Server 2016 Migration		15,000.00
CPAK Technology Solutions	Microsoft 2019 Server Datacenter License (60)	CPKQ27702-A	35,340.00
CPAK Technology Solutions	Services for Migration 1st Half		3,800.00
CPAK Technology Solutions	Services for Migration 2nd Half		3,800.00

<u>Information Technology - Tape Backups</u>			
CPAK Technology Solutions	HPE Tape Drive for Backups, Autoloader Rack Kit, HPE Tape Drive, LTO Ultrium Data Cartridge 20pk,HPE support	DEC83908CD	10,140.66
	HPE Support, mini SAS Cable, Power Cord and Rack Kit		
CPAK Technology Solutions	Backup Integration with Offsite Tapes		12,300.00
<u>Public Works - Physical Security</u>			
CPAK Technology Solutions	Public Works Camera Install and access control		8,000.00
CPAK Technology Solutions	Public Works Camera Install and access control 1st half		6,000.00
CPAK Technology Solutions	Public Works Camera Install and access control 2nd half		6,000.00
CPAK Technology Solutions	Public Works Cameral Install		15,200.00
<u>Recreation - Physical Security</u>			
CPAK Technology Solutions	Rec Camera Install and Access Control 1st half		6,000.00
CPAK Technology Solutions	Rec Camera Install and Access Control 2nd half		6,000.00
	Serial Numbers for all: C31386941, C31386418, C31386823, C31386490, C31387015, C31386471, C31386880		
	C31386690, C31386743, C31386810, C31386597, C31004992, C1386486, C13005449		
CPAK Technology Solutions	Rec Camera Install		12,100.00
CPAK Technology Solutions	Rec Access Control Project Rec		12,000.00
<u>Information Technology - Additional Storage - Videos</u>			
CPAK Technology Solutions	Storage Installation		12,000.00
CPAK Technology Solutions	HPE MSA San Storage, HE MSA 8TB HDD (12), HPE MSA 10G,HPE MSA Storage Support , MSA Service		27,109.98
	Serial number:2S6828B164, 2S6828B164, THP827Z07D, THP827Z07N, THP830Z08T, THP830Z0AL, THP830Z0BY, THP830Z0C4, THP830Z065, THP830Z0C6, THP830Z0C7, THP830Z0C8, THP830Z0C9, THP830Z0CA		

CPAK Technology Solutions	Storage Integration/Migration		5,800.00
<u>Information Technology - Firewall Replacement for Public Safety</u>			
CPAK Technology Solutions	Cisco Meraki security Firewall, Meraki 1yr Support Cloud Managed Sub		19,496.75
CPAK Technology Solutions	Meraki Firewall Migration Install		12,000.00
CPAK Technology Solutions	Firewall Installation 1st Half		5,000.00
CPAK Technology Solutions	Firewall Installation 2nd Half		5,000.00
CPAK Technology Solutions	Cpak Services for Firewall Installation		3,500.00
<u>Information Technology - Avanti Laserfiche Upgrade</u>			
CPAK Technology Solutions	Laserfiche Insallation 1st Half		4,750.00
CPAK Technology Solutions	Laserfiche Insallation 2ND Half		4,750.00
MCCI	Software & Mtc for Avanti Laserfiche Upgrade		42,706.00
MCCI	Laserfiche Project Management		4,347.50
<u>Information Technology - Citywide - Laptop/PC/Printer Replacements</u>			
CPAK Technology Solutions	HP Elitebook 850 G5 Notebook 16GB, Webcam and HP Ultrastim Dock	5CG8396NMP	1,929.00
CPAK Technology Solutions	HP Elitedesk 800 G4 Deesktop, Intel i7, 16GB, Windows10, DVD writer, Keyboard(32), Serial Numbers:		39,040.00
	MXL84223FY,MXL84223GG,MXL84223GP,MXL84223GT,MXL84223G2,MXL84223G7,MXL84223HC,MXL84223HH,		
	MXL84223HO, MXL84223H8, MXL84223GB, MXL84223GH, MXL84223GR, MXL84223GV, MXL84223G4, MXL84223G9		
	MXL84223HD,MXL84223HM,MXL84223HT,MXL84223H1,MXL84223H9,MXL84223GF,MXL84223GN,MXL84223GS,		
	MXL84223G5,MXL84223HB,MXL84223HG,MXL84223HP,MXL84223HV,ML84223H7,MXL84223G0,MXL84223HS		
CPAK Technology Solutions	Services PC Installation 1st Half		6,000.00

CPAK Technology Solutions	HP Elitedesk 800 G4 Deesktop, Intel i7, 16GB, Windows10, DVD writer, Keyboard(32) Serial Numbers:		39,040.00
	MXL83838RS,MXL83838RZ,MXL83838SH, MXL83838SM,MXL83838SR,MXL83838SX,MXL83838S1,MXL83838S6		
	MXL83838TB,MXL83838T6,MXL83838PW,MXL83838RT,MXL83838SC,MXL83838SK,MXL83838SN, MXL83838ST,		
	MXL83838S2,MXL83838S7,MXL83838TD,MXL83838T9,MXL83838RN,MXL83838RY,MXL83838SG, MXL83838SL,		
	MXL83838SW,MXL83838S0,MXL83838S5,MXL83838S8,MXL83838T3,MXL83838RF,MXL83838SQ, MXL83838SY		
CPAK Technology Solutions	HP Elitedesk 800 GR Desktop. Intel i7 16GB, Windows 10, DVD writer, Keyboard	MXL83838TG	1,220.00
CPAK Technology Solutions	HP 17 Laptop, 16Gb, Webcam 3yr wrty (3), Ultralim Dock for Notebook, VGA, Audio Line in/our Docking (3)		5,787.00
	Serial Number: 5CG8396MKG, 5CG8396V0, 5CG8396P8T		
CPAK Technology Solutions	PC Installation Services		12,000.00
CPAK Technology Solutions	Panasonic Toughpad Tablet Public Sector, Webcam 8GB (2) for PD Motorcycles	9ATTC75570, 9ATTC75661	8,180.00
CPAK Technology Solutions	HP 17 Laptop16GB Webcam (2), HP Universal Docking Universal for Notebook/Tablet (2) for HR	5CG9033NKO, 5CG9033PQP	3,858.00
CPAK Technology Solutions	HP 17 7500 Laptop 16GB Webcam 3yr wrty (7),Ultralim Docking , VGA, DisplayPort, Audio Line in/out(7), FD,		13,503.00
	Serial Numbers: 5CG9033PLB, 5CG9033PTX, 5CG9033PSF, 5CG9033P4G, 5CG9033QJW, 5CG9033QTL, 5CG9033R2R		
CPAK Technology Solutions	HP Laptops Elitebook (6) for FD (EOC),		8,490.00
	Laptop Serial Numbers: 5CG81632KJ, 5CG8522RNK, 5CG8522R55, 5CG8522R6Z, 5CG8522R8F, 5CG90304DQ		
Best Buy Business Advantage	Ipad Pro Mobil Device	CLXXW2CPK5P	1,499.99
CPAK Technology Solutions	Laptop, Lenova ThinkPad XI Yoga 3rd Gen, 2in1 Ultrabook. Window, Keyboard, Camera (City Mgr)	R90SZ45Y	2,350.00
CPAK Technology Solutions	Laptops HR (5) EliteBook 850, Windows, Keyboard, Camera, Serial Numbers: 5CG8522QY6, 5CG8522R88,		7,075.00
	5CG9041KQM, 5CG9041KTY, 5CG9041L08		
CPAK Technology Solutions	Dell 43" Monitor, Speakers, HDMI, VGA Display port	1F545G2	934.00

CPAK Technology Solutions	Dell 43" Monitor, Speakers, HDMI, VGA Display port	6PC55GS	934.00
CPAK Technology Solutions	HP EliteBook , windows10, Keyboard, Camera, 8GB (3),Serial Numbers: 5CG9041JS7, 5CG9041KCG, 5CG9041KGT		4,245.00
CPAK Technology Solutions	Dell 43" Monitor, Speakers, HDMI, VGA Display port	2TV55G2	934.00
CPAK Technology Solutions	Lenova ThinkPad XI, Touchscreen, Windos, Keyboard, Camera, Docking Station	R90T7SMD	2,975.99
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand	0U1UHTJM500240	920.00
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand	0U1UHTJM500256	920.00
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand	0U1UHTJM500240	920.00
CPAK Technology Solutions	HP EliteBook G4 Desktop Computer, 16GB Window, Keyboard, (5), Serial Numbers: MXL9281S5S, MXL9281S0W,		5,510.00
	MXL9281S5W, MXL9281S54, MXL9281S5X		
CPAK Technology Solutions	HP Business E233 23" LED Monitors (15) Serial Numbers: 3CQ9030Z25, 3CQ9030Z26, 3CQ9030Z6X, 3CQ9030Z6Z		2,347.50
	3CQ9030Z70, 3CQ9030Z71, 3CQ9030Z72, 3CQ9030Z73, 3CQ9030Z7D, 3CQ99030Z7F, 3CQ9030Z7G, 3CQ9030Z7J		
	3CQ9030Z7L, 3CQ9030Z7P, 3CQ9030Z7S		
CPAK Technology Solutions	HP EliteBook Notebook, 8GB, Windows, Keyboard(2), Universal Docking Station (2)	5CG9113Y55, 5CG91131L0	2,494.00
CPAK Technology Solutions	Professional Services for PC Installation		12,000.00
CPAK Technology Solutions	Toughbooks for PD/Fire (2)		4,992.00
CPAK Technology Solutions	Wireless Keyboards/Mouse (15)		750.00
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand (8)		7,120.00
Southern Computer Warehouse	Brother Mobile Printers(49) and Brother Pocketjet 3 (36)		14,101.83
Southern Computer Warehouse	Brother Pentax USB Cables (17)		87.55
Southern Computer Warehouse	Brother Pocketjet 3 (11)		197.67
Southern Computer Warehouse	Brother Mobile Printers (6) and Brtoher Pocketjet (7)		1,773.33
Southern Computer Warehouse	Brother Pocketjet (1)		17.97

EXHIBIT B**RENTAL PAYMENT SCHEDULE**

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 1.8675%	Principal Portion	Outstanding Balance	Prepayment Price
	9/24/2019				1,722,026.64	
1	12/30/2019	90,412.43	8,575.70	81,836.73	1,640,189.91	N/A
2	3/30/2020	90,412.43	7,657.64	82,754.79	1,557,435.12	N/A
3	6/30/2020	90,412.43	7,271.28	83,141.15	1,474,293.96	N/A
4	9/30/2020	90,412.43	6,883.12	83,529.32	1,390,764.64	N/A
5	12/30/2020	90,412.43	6,493.14	83,919.30	1,306,845.35	N/A
6	3/30/2021	90,412.43	6,101.34	84,311.09	1,222,534.25	N/A
7	6/30/2021	90,412.43	5,707.71	84,704.72	1,137,829.53	N/A
8	9/30/2021	90,412.43	5,312.25	85,100.19	1,052,729.34	N/A
9	12/30/2021	90,412.43	4,914.93	85,497.50	967,231.84	N/A
10	3/30/2022	90,412.43	4,515.77	85,896.67	881,335.18	N/A
11	6/30/2022	90,412.43	4,114.74	86,297.70	795,037.48	795,037.48
12	9/30/2022	90,412.43	3,711.83	86,700.60	708,336.88	708,336.88
13	12/30/2022	90,412.43	3,307.05	87,105.38	621,231.50	621,231.50
14	3/30/2023	90,412.43	2,900.38	87,512.06	533,719.44	533,719.44
15	6/30/2023	90,412.43	2,491.81	87,920.63	445,798.81	445,798.81
16	9/30/2023	90,412.43	2,081.33	88,331.11	357,467.70	357,467.70
17	12/30/2023	90,412.43	1,668.93	88,743.51	268,724.19	268,724.19
18	3/30/2024	90,412.43	1,254.61	89,157.83	179,566.37	179,566.37
19	6/30/2024	90,412.43	838.35	89,574.08	89,992.28	89,992.28
20	9/30/2024	90,412.43	420.15	89,992.28	0.00	0.00
	Total	1,808,248.69	86,222.05	1,722,026.64		

INCUMBENCY AND AUTHORIZATION CERTIFICATE

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

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

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

NAME OF OFFICIAL	TITLE	SIGNATURE
Vanessa Fleisch	Mayor	_____
Kevin Madden	Council Member	_____
Terry Ernst	Council Member	_____
Mike King	Council Member	_____
Phil Prebor	Council Member	_____
_____	_____	

Dated: September 20, 2019

By: _____
Betsy Tyler, City Clerk

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

SUMNER | MEEKER
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

September 24, 2019

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

Peachtree City Governmental Finance Corporation
Peachtree City, Georgia

Re: Schedule of Property No. 3, dated September 24, 2019, in the amount of \$1,722,026.64, to Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, between Peachtree City Governmental Finance Corporation, as Lessor, and Peachtree City, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to Peachtree City, Georgia ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017 (the "Agreement") and Exhibits thereto, between Peachtree City Governmental Finance Corporation ("Lessor") and Lessee; and (b) a certified copy of the resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement and all Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as a "Schedule") to be executed and delivered by the same authorized officers on behalf of Lessee and in substantially the same manner as the Agreement and in substantially the same form as the Form of Schedule of Property attached as Exhibit A to the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. A Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as a "Lease." This opinion relates to the Schedule of Property No. 3 dated September 24 and the related Leases which are referred to herein as the "Approved Leases."

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

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

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

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

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

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

Sincerely,



Theodore P. Meeker, III
For the Firm

TPM/ms

FINAL ACCEPTANCE CERTIFICATE

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

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

Re: Schedule of Property No. 3, dated September 24, 2019, to Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, between Peachtree City Governmental Finance Corporation, as Lessor, and Peachtree City, Georgia, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: December 21, 2018

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of Peachtree City, Georgia (the "Lessee") certifies in connection with Schedule of Property No. 3, dated September 24, 2019, between Bank of America, National Association, as Lessor, and Peachtree City, Georgia, as Lessee (the "Lessee"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of January 12, 2017 (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), between Peachtree City Governmental Finance Corporation ("PCGFC") and Lessee (and assigned by PCGFC to Banc of America Public Capital Corp, an affiliate of Lessor), as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code");
2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and
4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

DATE: September 20, 2019

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager
Financial Services Director *PS.*

FROM: Jonathan Miller, Engineering Program Manager

DATE: September 18, 2019

SUBJECT: \$500,000 Increase to Paving Contract for Additional Streets
September 19, 2019, City Council Meeting

Recommendation:

Staff recommends that council approve a change order of \$500,000.00 to increase the current paving contract with Atlanta Paving and Concrete. Approximately a 10.4% increase to the originally approved paving contract of \$4,799,799.00.

Discussion:

Staff will use the \$500,000.00 to complete paving in the Calgary Place and Muirfield subdivisions. These subdivisions are identified as paving projects for 2020. However, due to favorable contract prices, staff is recommending completing these subdivisions this year.

Budget Impact:

Funds are available and budgeted in SPLOST.



**CITY COUNCIL OF PEACHTREE CITY
REGULAR MEETING AGENDA**

**Peachtree City
Mayor & City Council**
Vanessa Fleisch, Mayor
Phil Prebor – Post 1
Mike King – Post 2
Kevin Madden – Post 3
Terry Ernst – Post 4

**SEPTEMBER 19, 2019
6:30 p.m.**

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements, Awards, Special Recognition
Recognize Employee of the Month – Bob Grove, Crossing Guard
- IV. Public Comment
- V. Agenda Changes
- VI. Minutes
September 5, 2019, Regular Meeting Minutes
- VII. Consent Agenda
1. Consider FY 2019 Budget Amendment – Change Orders, Stormwater Pipe Rehabilitation Projects
- VIII. Old Agenda Items
- IX. New Agenda Items
 - 09-19-02 Consider Bid for Tree Trim & Removal Services (Scott Hicks)
 - 09-19-02 Consider Draw on Master Lease-Purchase Agreement – Computer & Technology Equipment (Paul Salvatore)
- X. Council/Staff Topics
- XI. Executive Session
- XII. Adjourn

**City Council of Peachtree City
Meeting Minutes
Thursday, September 5, 2019
6:30 p.m.**

The City Council of Peachtree City met in regular session on Thursday, September 5, 2019. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Terry Ernst, Mike King, Kevin Madden, and Phil Prebor.

Agenda Changes

Saying it merited discussion, Madden moved to move Consent Agenda item 6 to the New Agenda section. Prebor seconded. Motion carried unanimously.

Minutes

Ernst moved to approve the August 15, 2019, special called meeting minutes and the August 15, 2019, regular meeting minutes as written. King seconded. Motion carried unanimously.

Ernst moved to approve the August 22, 2019, special called meeting minutes as written. Prebor seconded. Motion carried 4-0-1, with King abstaining.

Consent Agenda

- 1. Consider Official Intent Resolution (Reimbursement Resolution)**
- 2. Consider Non-profit Funding Agreement – Fayette Senior Services, Inc.**
- 3. Consider Non-profit Funding Agreement – Promise Place**
- 4. Consider FY 2019 Budget Amendment – Kiwanis Club of Peachtree City Donation to DARE**
- 5. Consider FY 2019 Budget Amendment – Impact Fees/Books and Other Media**

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

New Agenda Items

Consent Agenda #6 Consider Bid for Robinson Road Drainage Improvements – Crawford Grading & Pipeline, Inc.

Stormwater Manager Mike Madison said the pipe underneath Robinson Road had failed and must be excavated and replaced. He referred to the map displayed showing the location of the pipe in relation to Crosstown Road and Cameron Trail. The damage was such that the pipe could not be relined. There were failed joints and significant vertical offset, so the only option was to open cut and replace the pipe.

Robinson Road would have to be closed during this time, Madison noted, and detours would be set up utilizing Cameron Trail. At the north end, Robinson Road would be closed at Cameron Trail, and, at the south end, it would be half closed at Crosstown Road in order to allow access to Southside Church and Jennings Yard subdivision. Madison said Robinson Road would be closed for 10 days beginning September 16 and reopen September 26. Of course, weather could delay the project, he noted, adding that while he was confident the project could be completed in 10 days, they never knew what they would find when they started digging up the roads, including unmarked utilities or bad roadway soils.

Fleisch asked how they discovered this was necessary, and Madison replied that a giant sinkhole opened up in the roadway embankment and went under the road. When they ran a camera down the line, they discovered collapsed joints and vertical offset.

Ernst clarified the dates, and Prebor asked about the size of the line and was told it was 18 inches.

City Manager Jon Rorie remarked that this should be looked at as part of a bigger project. Madison said dozens of other pipes ran under Robinson Road. He noted they had just lined a series of pipes just south of this area, and others had been assessed and were not in bad shape. Rorie said this one just was in a bad enough condition that it required an open cut and replacement. Rorie commented that he wanted Madison to explain this project because they were talking about closing a major road for 10 to 14 days. He asked Madison if they had notified the School Board of the closure so it could make transportation adjustments, and Madison said they had. Police and Fire had also been notified, and it had been posted on social media and the City website.

Rorie went on to explain that both Robinson Road and Peachtree Parkway South were scheduled to be repaved using Transportation Improvement Program (TIP) funding in which the City had a match. They were trying to get this project done because the bid out was set for the near future with an estimated start date of April 2020. The idea was to assess all the pipes and complete any needed repairs before the repaving got underway. Rorie acknowledged there was no good time for a road closure, but it had to be done now.

Paving for the roughly five miles of Robinson Road that would be done next year was expected to cost about \$2.5 million, with the City's share being approximately \$650,000. The Peachtree Parkway project had a total projected cost of \$3.2 million, with the City's cost share being around \$900,000. In total, the City would pay about \$1.5 or \$1.6 million in matching funds for the projects in the FY 2020 budget. They would be doing additional paving with Special Purpose Local Option Sales Tax (SPLOST) dollars, but most of the paving money would be consumed by these two projects, with a total cost of about \$5.5 million. Rorie said he wanted to make sure everyone was aware of all these upcoming projects.

Madden asked about the estimated cost for the Robinson Road drainage improvements. Madison said the low bid, which they recommended, was \$90,272.55 from Crawford Grading & Pipeline Inc. It would be for about 82 feet of pipe. Fleisch noted they had used this company on other projects.

Madden moved to approve the Robinson Road drainage improvements by Crawford Grading & Pipeline, Inc. King seconded. Motion carried unanimously.

09-19-01 Public Hearing – Consider Variance Request to Sections 1006(b)(4)(a) and 1006(b)(4)(c) of Land Development Ordinance, 263 Greenwood Lane

Fleisch opened the public hearing.

Planning and Development Director Robin Cailloux said this request was for a variance from the Land Development Ordinance, which required all residential subdivisions to provide single combined stormwater facilities, which were designated as a City-owned greenbelt and were maintained by the City. The applicant was requesting the variance to allow for individual facilities on each lot. These facilities would remain under private ownership.

The applicant, Doug Feller, owner of Cavalier Manor LLC, had submitted a justification narrative, along with a site plan and a hydrology study. Council received a copy of the site plan in their meeting packet. The hydrology study was under review by the Engineering Department, Cailloux stated. She pointed out the property on the site map. It was on the north side of the City, with Kedron Hills to the south, and Greenwood Oaks to the west. It was a remnant property created from the realignment of Crabapple Lane and Greenwood Lane in 1997. The applicant had provided a conceptual site plan, and Cailloux highlighted where the stormwater facilities would

be located on the property. She pointed out Loring Lane and Greenwood Lane on a site map that showed there were five lots on this parcel, two in front and three in the rear.

The ordinance set forth several conditions for the granting of variances. The first looked at whether there were special conditions applicable only to this property and not to others in the same area. Staff did not identify any specific conditions or circumstances. Cailloux noted that Kedron Hills, a much larger development, had a combined facility, but Greenwood Oaks was developed under a previous ordinance, which did not require stormwater facilities if roads were not being built. They had since updated the ordinance to require stormwater facilities for all subdivisions.

The second criterion looked at whether the regulations created practical difficulty or unnecessary hardship. None had been identified, but Cailloux said staff wanted to point out that the topography of the property dictated that a combined facility probably would have to be along Loring Lane, due to the slope of the land. If the variance was approved, the applicant would have more flexibility in designing these facilities so as not to disrupt the aesthetics along Loring Lane.

A third question asked if there were exceptional conditions, and Cailloux noted this was a redevelopment lot surrounded by Kedron Hills, a much larger development which put in roads and had the flexibility to determine where their facility should go. The smaller size of this property restricted where a stormwater facility could be located.

The fourth criterion looked at whether granting a variance would constitute a special privilege. This was a request for a variance from the requirement of a specified design and maintenance. It did not preclude them from having to meet all of the other stormwater management requirements or performance measures. Staff did not believe it was a special privilege, but recommended that, if granted, the applicant be required to execute a Stormwater Management Facility Maintenance Agreement between the City and the owner for each lot. The agreement would carry with the land, so any future property owner would be bound by it. This was a standard agreement used on private stormwater facilities located throughout the City.

Cailloux stated that they also looked at whether the variance would be detrimental to public health, safety, or welfare and reminded Council that the variance was not a variance from the stormwater performance standards set by the State. The final criterion examined if this variance would conflict with the City's Comprehensive Plan, and Cailloux said it would not.

Attorney Rick Lindsey spoke for the applicant. He reminded Council that they were before them in July to obtain a rezoning on the property. It was a single parcel originally, but Council gave them permission to subdivide it into five lots. There currently was no stormwater detention on the land because the existing home was built prior to stormwater regulations being adopted. They were requesting a variance so detention could be maintained on each lot, not in one central facility that would be owned by the City. A central site would have to be on Loring Lane, Lindsey noted, right in view of all the neighbors. He described the design they wished to use on each parcel as subtle and aesthetically pleasing. It should improve the stormwater runoff in the area. Lindsey said they had looked at the City's standard maintenance agreement, and it was fine. It required all homeowners to maintain those areas and submit to an annual inspection. They were not asking for special privileges, just a re-design. He said City Engineer Dave Borkowski suggested to Feller that this was something to think about. It would greatly improve the runoff situation, meet state law, and look much better than a facility on Loring Lane, Lindsey concluded.

Resident Pam Kemp said she had concerns about individuals being able to maintain these facilities and wondered if it would eventually fall back on the City. She wanted to know if these

were retention or detention ponds or just simple swales that would be easy for a homeowner to maintain. She also asked if 12-inch pipes be involved.

No one else wished to speak, and the Mayor closed the public hearing.

Madden asked Cailloux if she had a site plan showing where a combined detention pond would be. Cailloux said she did not. Staff looked at the topography and noted how the water flowed. She said a detention pond would have to be between the two lots on Loring Lane. Madden wanted to know if anything would be blocking the view from Loring Lane. Cailloux told him the City's ordinance did not require landscaping. There were some safety measures that would have to be put in place, such as a chain link fence. They could always request additional landscaping, she said, pointing out that in the Everton subdivision the developers voluntarily added landscaping, probably to improve the view for potential homeowners. Madden said he was concerned about the impact on the stream that ran through Kedron Hills, saying it was quite striking, very clean and clear. He wondered if the four homeowners in Cavalier Manor would be as conscientious about maintaining detention ponds, mud holes, butterfly gardens, or rock gardens as the City would be in making sure there was no overflow and that maintenance was kept up.

Borkowski, note that the applicant's engineer was present and might be able to answer more detailed questions. Borkowski explained they were talking about individual bio-retention areas, which he described as "glorified butterfly gardens." They were not ponds; they utilized infiltration practices for stormwater and provided detention as well.

Fleisch asked if there was an inspection process and speculated that the areas Cailloux had highlighted did not show exact scale. Cailloux said there would be regular inspections and homeowners would be notified of violations they must rectify. In the past, Fleisch remarked, the City had not been vigilant about its detention/retention ponds. The Stormwater Utility had not been funded properly, she stated, but now they had more control. If this was going to be in the homeowner's back yard, she noted, they would take care of it because they had to see it every day. The City would inspect it once a year.

Prebor asked how often it would be inspected. Borkowski confirmed with Madison that there would be a City inspection once every five years. Prebor asked if a homeowner could just fill it in, but Borkowski said the agreement they would sign called for the homeowner to conduct an annual inspection and submit that information to the City. There was not a five-year lapse, Prebor clarified, and Borkowski said that was correct. Prebor commented that the homeowners would be on the hook with this design, but if there was a common facility on Loring Lane, the City would be on the hook. He said he had rather the homeowner be on the hook.

If the property was sold, Ernst inquired what assurances were there that the new homeowner would be aware of this requirement. Borkowski said the agreement went with the land and was recorded at the County Courthouse. They should see it when they purchased the property. Fleisch said it should come up in a title search, and City Attorney Ted Meeker agreed, saying it would be in the deed record.

King wanted to know what would happen if a homeowner moved away and let the property go into disrepair. Borkowski said Code Enforcement would have to get involved. King said he was concerned about three lots in Kedron Hills just to the south of this property, asking if the water would cross Loring Lane in instances of heavy rainfall. Madison said there had been problems in Kedron Hills, but it was the fault of the builder.

King also noted they were indicating four retention ponds for five homes. The ordinance called for a stormwater facility for any home with over 5,000 square feet of impervious surface or more than one acre, he remarked, pointing out that the middle lot had none and was over an acre. Borkowski said he would have to defer to their engineer. One of the facilities might cover two lots.

David Hovey, the consulting engineer for Feller Holdings, pointed out the low point on the property where a centrally-located facility would have to be placed. He indicated the location of the pipe that was the closest downstream drainage structure. The individual detention ponds would release at a rate less than the current conditions. He went on to explain that there was no detention area on the middle lot because there was an existing structure on that lot that would be remodeled. The land use would not change.

The four ponds that would be built were extremely shallow, he went on. They were less than two feet deep, with a filter medium in the bottom. It was a 10 – 30-foot pit that would infiltrate a one-year storm event into the ground. They had done a 10% downstream analysis to see the effect on the nearest stream, and there was no impact. What they were proposing was more desirable than having one central release point for all the stormwater runoff. What was proposed would be sodded lawns with an infiltration trench as part of it. The public would not see it. The property owners would have to keep it mowed, but it would not require any special upkeep.

King clarified there would be no sharing of a detention pond, and Hovey noted there would be no changes to the land on the middle lot from current conditions.

Prebor moved to approve New Agenda item 09-19-09 Variance Request to Sections 1006(b)(4)(a) and 1006(b)(4)(c) of Land Development Ordinance, 263 Greenwood Lane. Ernst seconded. Motion carried 3-2, with King and Madden dissenting.

Council/Staff Topics

Fleisch mentioned that they might want to consider moving the December 19 Council meeting to December 12. Rorie said it should be fine, but they needed to look at legal requirements for advertising in the event of any zoning requests. Fleisch said they should be able to combine both scheduled December meetings (December 5 and December 19) into one meeting on December 12.

There being no further business, Ernst moved to adjourn at 7:04 p.m. Madden seconded. Motion carried unanimously.

Martha Barksdale, Recording Secretary

Vanessa Fleisch, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

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

FROM: Mike Madison, Stormwater Manager

DATE: September 9, 2019

SUBJECT: 2019 Stormwater Pipe Rehabilitation Projects – Change Orders and Budget Amendment
September 19, 2019 City Council Consent Agenda

Recommendation: Staff recommends that City Council approve the attached change orders and budget amendment for the Stormwater Pipe Rehabilitation Projects CCCP Group A and B and CIPP Group A and B for a total of \$210,000.

Discussion: The attached change orders increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under the contracts. The selected structurally failing storm drainage pipes are exhibiting various types of degradation including severe invert corrosion, holes in the pipe inverts and failing pipe joints. Trenchless pipe rehabilitation is the best option to repair the observed failures in that it can be quickly installed and provides a structural component without having significant excavations and/or road closures.

Project CCCP Pipe Lining – Pipe Group A, Contractor - Eviro Trenchless, LLC - \$20,000
Project CCCP Pipe Lining – Pipe Group B, Contractor - Eviro Trenchless, LLC - \$30,000

Project CIPP Pipe Lining – Pipe Group A, Contractor - Federal EC, LLC - \$75,000
Project CIPP Pipe Lining – Pipe Group B, Contractor – Vortex Services - \$85,000

The attached budget amendment will assign renewal and extension funds for the pipe rehabilitation projects.

Budget Impact: This will increase both revenue and expense \$210,000 in the Stormwater Fund with funding coming from renewal and extensions.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 19-21

DATE 09/19/2019

[illegible]

NOW, THEREFORE, BE IT RESOLVED that this Council hereby amends the Fiscal Year 2019 Budget Resolution increasing both Revenue and Expense in the Stormwater Fund \$210,000 to assign renewal and extension funds to pipe rehabilitation project change orders.

Entered

Approved

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 8/29/2019

Effective Date: 8/29/2019

Project: 2019 CIPP Pipe Lining – Pipe Group A	City of Peachtree Contract No.: 19-114BSW PO #19-62585
Owner: City of Peachtree City	Original Date of Contract: 7/8/2019
Contractor: Federal EC, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>587,392.00</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u>-</u>
Contract Price prior to this Change Order:	\$ <u>587,392.00</u>
<u>Increase</u> [Decrease] of this Change Order:	\$ <u>75,000.00</u>
Contract Price incorporating this Change Order:	\$ <u>662,392.00</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days ☒ Calendar days
Substantial completion (<u>days</u> or date):	<u>90</u>
Ready for final payment (<u>days</u> or date):	<u>120</u>

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

(Increase) [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: _____

Division Director/Chief

By: _____

Purchasing Agent

By: _____

Finance Director

By: _____

City Manager

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 8.29.19

END OF SECTION

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 9/5/2019

Effective Date: 8/29/2019

Project: 2019 CIPP Pipe Lining – Pipe Group B	City of Peachtree Contract No.: 19-115BSW PO #19-62586
Owner: City of Peachtree City	Original Date of Contract: 7/22/2019
Contractor: Vortex Services	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>578,126.00</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u> / </u>
Contract Price prior to this Change Order:	\$ <u> / </u>
<u>(Increase)</u> [Decrease] of this Change Order:	\$ <u>85,000.00</u>
Contract Price incorporating this Change Order:	\$ <u>663,126.00</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days ☒ Calendar days
Substantial completion (<u>days</u> or date):	<u>90</u>
Ready for final payment (<u>days</u> or date):	<u>120</u>

Project name
Project number

00 94 63-1
CHANGE ORDER

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase [Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: _____

Division Director/Chief

By: _____

Purchasing Agent

By: _____

Finance Director

By: _____

City Manager

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 9-6-19

END OF SECTION

Project name
Project number

00 94 63-2
CHANGE ORDER



To:	City Of Peachtree City	Contact:	
Address:	151 Willowbend Road	Phone:	770-631-2515
	Peachtree City, GA 30269	Fax:	
Project Name:	GA - Peachtree - CIPP 2019 Stormwater Pipe Rehb. CIPP - Group B	Bid Number:	19-1971
Project Location:	Peachtree, GA	Bid Date:	5/28/2019
Addendum #:	1		

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
CO 1 - 001	CIPP PIPE LINING 24" - 101 Arbor Gate	172.00	LF	\$125.00	\$21,500.00
CO 1 - 002	CIPP PIPE LINING 18" - 204 Aberdeen Drive	165.00	LF	\$90.00	\$14,850.00
CO 1 - 003	CIPP PIPE LINING 18" - Clifton Land At Dalston Way	148.00	LF	\$97.00	\$14,356.00
CO 1 - 004	CIPP PIPE LINING 30" - Clifton Land At Dalston Way	236.00	LF	\$155.00	\$36,580.00
CO 1 - 005	CIPP PIPE LINING 24" - Clifton Land At Dalston Way	69.00	LF	\$189.00	\$13,041.00
CO 1 - 006	CIPP PIPE LINING 24" - 605 Flat Creek Road	74.00	LF	\$180.00	\$13,320.00
CO 1 - 007	CIPP PIPE LINING 18" - 1001 Walt Banks Road	95.00	LF	\$125.00	\$11,875.00
CO 1 - 008	CIPP PIPE LINING 18" - 1024 Walt Banks Road	84.00	LF	\$135.00	\$11,340.00
CO 1 - 009	CIPP PIPE LINING 15" - 32 Perthshire Drive	202.00	LF	\$71.00	\$14,342.00
CO 1 - 010	PIPE CLEANING	1,245.00	LF	\$4.00	\$4,980.00
CO 1 - 011	PIPE CCTV	1,245.00	LF	\$3.00	\$3,735.00

Total Bid Price: \$159,919.00

Notes:

- If necessary, Owner / Contractor will provide dewatering and or bypass pumping
- If necessary, Owner / Contractor will provide maintenance of traffic (MOT)
- Owner / Contractor will provide a portable hydrant meter for our use.
- Owner / Contractor will provide a local area and pay disposal fees to dispose the debris that is pulled from the cleaning process after it is decanted. Disposal site must be less than 10 miles away from job site.
- Owner / Contractor will be responsible for providing an onsite disposal area for any debris removed from the storm pipes. It will then be the Owner / Contractor's responsibility to properly haul off and dispose this material.
- Owner / Contractor will provide access to each and every manhole
- If necessary, Owner / Contractor will provide Permits & Fees
- Water used to clean pipe segment to be decanted in the pipe segment or adjacent pipe/outfall area

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: Vortex Services Authorized Signature: _____ Estimator: Bhaumi Chaurasia (740) 707-1991 bchaurasia@vortexcompanies.com
---	--

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 8/27/2019

Effective Date: 8/27/2019

Project: 2019 CCCP Pipe Lining -- Pipe Group B	City of Peachtree Contract No.: 19-112BSW PO # 19-162082
Owner: City of Peachtree City	Original Date of Contract: 6/3/2019
Contractor: Enviro Trenchless, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>308,934.00</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u> / </u>
Contract Price prior to this Change Order:	\$ <u>308,934.00</u>
<u>(Increase)</u> [Decrease] of this Change Order:	\$ <u>30,000.00</u>
Contract Price incorporating this Change Order:	\$ <u>338,934.00</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days
	☒ Calendar days
Substantial completion <u>(days)</u> or date):	<u>90</u>
Ready for final payment <u>(days)</u> or date):	<u>120</u>

Project name
Project number

00 94 63-1
CHANGE ORDER

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

(Increase) [Decrease] of this Change Order:

Substantial completion (~~days~~) or date): _____ 30

Ready for final payment (~~days~~) or date): _____ 30

Contract Times with all approved Change Orders:

Substantial completion (~~days~~) or date): _____ 120

Ready for final payment (~~days~~) or date): _____ 150

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: Scott Dick

Division Director/Chief

By: Angela Egan

Purchasing Agent

By: _____

Finance Director

By: Jonathan DA

City Manager

Date: 9/9/19

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 8-27-19

END OF SECTION

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

SECTION 00 94 63

CHANGE ORDER

No. #1

Date of Issuance: 8/27/2019

Effective Date: 8/27/2019

Project: 2019 CCCP Pipe Lining – Pipe Group A	City of Peachtree Contract No.: 19-111BSW
Owner: City of Peachtree City	Original Date of Contract: 6/3/2019
Contractor: Enviro Trenchless, LLC	

The Contract Documents are modified as follows upon execution of this Change Order:

Description and Reason Necessary (provide attachments if necessary): Change Order #1 will increase the Contract Price to accommodate the costs associated with increasing the total linear feet of pipe to be lined under this Contract.

CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$ <u>348,271.⁰⁰</u>
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:	\$ <u> / </u>
Contract Price prior to this Change Order:	\$ <u>348,271.⁰⁰</u>
[Increase] [Decrease] of this Change Order:	\$ <u>20,000.⁰⁰</u>
Contract Price incorporating this Change Order:	\$ <u>368,271.⁰⁰</u>

CHANGE IN CONTRACT TIMES:

Original Contract Times:	☐ Working days
	☒ Calendar days
Substantial completion (days or date):	<u>90</u>
Ready for final payment (days or date):	<u>120</u>

Project name
Project number

00 94 63-1
CHANGE ORDER

Editor's Note: 7/6/2015 City Attorney additional language added below signatures on waiving claims to money not reflected in this change order.

[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

NOTE: Any increase in the contract days or general conditions shall be included in the change order. No additional sum for general conditions can be added unless reflected in this change order.

THE SIGNATURE BY CONTRACTOR BELOW CERTIFIES THAT ALL SUMS TO BE CHARGED FOR THIS CHANGE ORDER HAVE BEEN INCLUDED. CONTRACTOR WAIVES ANY AND ALL CHARGES FOR THE WORK REFLECTED IN THIS CHANGE ORDER WHICH ARE NOT INCLUDED HEREIN.

APPROVED:

By: _____

Project Manager

By: _____

Division Director/Chief

By: _____

Purchasing Agent

By: _____

Finance Director

By: _____

City Manager

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: _____

END OF SECTION

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council Members

VIA: City Manager *[Signature]*
Director of Financial Services *P.S.*
Purchasing Agent *[Signature]*

FROM: Public Works Superintendent *[Signature]*

DATE: 11 September 2019

SUBJECT: Approve Total Outdoors, LLC for City Tree Trimming and Removal Services
September 19, 2019 Council Consent Agenda

RECOMMENDATION: Staff recommends that the City award the tree trimming and removal service agreement to Total Outdoors, LLC for calendar year 2020 with two (2) optional one-year renewals for calendar year 2021 and 2022.

DISCUSSION: Staff received seven responsive and responsible bids in response to the invitation to bid for this service. The lowest bidder is Total Outdoors, LLC with pricing as follows:

Regular Hours:	\$30.00 per person per hour
After Hours:	\$45.00 per person per hour
Weekends:	\$30.00 per person per hour
Holidays	\$60.00 per person per hour

Other bids ranged from \$45.00 per person per hour to \$145.00 per person per hour.

Total Outdoors, LLC has the relevant experience and physical proximity to meet the needs and requirements of Peachtree City. Their references provided only positive feedback about their customer service and performance.

Budget Impact: Sufficient funds have been budgeted.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Jonathan Rorie, City Manager 

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

DATE: September 11, 2019

SUBJECT: Master Lease-Purchase – Lease Schedule #3
September 19, 2019 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council approve Lease Schedule #3 for the costs of acquiring Microsoft Server upgrades, Tape Drives, Physical Security systems, Additional Storage (facilities video), Firewall replacement, Avanti Laserfiche upgrade, and PC, laptop and printer replacements, Public Safety equipment and replacements to include: Police Vehicle replacements (10), Automated License Plate Readers, Truck replacement (1), Medic Unit 85 replacement, Cardiac Monitor Lifepak-15 Replacement, Oxygen Generator replacement, Genesis Combo Hydraulic tools (2), and Public Service equipment replacements including: Zero-turn Mowers (8), Track Hoe Replacement (1), and Truck replacements (2) in the total amount of \$1,722,026.64 and authorize the Mayor to sign the documents and the Mayor and City Council Members to sign the City's Certificate of Incumbency.

Discussion:

On January 5, 2017 City Council approved a Master Lease-Purchase Agreement for the financing of machinery and equipment in conjunction with Banc of America. This request is for Lease Schedule (Draw) #3 against that Master Lease-Purchase Agreement. The total amount for Schedule #3 of \$1,722,026.64 is for capital purchases of computer and technology equipment, public safety and public works vehicle and equipment replacements noted above. The vehicles and equipment will be financed over a five (5) year period with the first quarterly payment due December 31, 2019 and the last payment on September 30, 2024. The interest rate on this loan is currently set at 1.844 percent per annum. An update on the rate is expected to be available at the City Council meeting on September 19, 2019.

The City is expected to close (fund) this transaction on Tuesday September 24, 2019, following approval by the City, who will meet on Thursday, September 19, 2019 to approve the transaction. The final documents to be signed by the Mayor and City Council will be provided prior to the meeting.

Budget Impact:

Funds for the fiscal year 2020 debt service payments have been previously budgeted. Debt service payments for future fiscal years will be included in the annual operating budgets proposed to City Council.

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

Thank you for your attention to this matter.

Attachments

KB/Financing/BOA Lease Purchase Schedule #3

SCHEDULE OF PROPERTY NO. 3

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

1. *Defined Terms; Lease; Bank of America, National Association.* Unless otherwise defined herein, all terms used herein have the meanings ascribed to such terms shall have the meanings ascribed to them in the above-referenced Agreement. The Agreement was assigned to Banc of America Public Capital Corp ("BAPCC"), pursuant to an Absolute Assignment Agreement, dated January 12, 2017. This Schedule constitutes as "Lease" for all purposes under the Agreement, and is by and between Lessee and Bank of America, National Association, a national banking association (the "Lessor", an affiliate of BAPCC. For all purposes with respect to this Schedule and any documents or instruments executed and delivered in connection herewith, each reference to "Lessor" contained herein and in the Agreement shall be deemed to be a reference to Bank of America, National Association, as Lessor hereunder. Lessee acknowledges and agrees that the occurrence of an Event of Default under any Lease with Lessor or BAPCC shall constitute an Event of Default under all Leases subject to the Agreement.

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

3. *Payment Schedule.*

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

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

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement (particularly Section 16 thereof) are true and correct as though made on the Commencement Date. Lessee further represents and warrants that (a) no Material Adverse Change has occurred since the dated date of the Agreement; (b) no Event of Default has occurred and is continuing under any Lease currently in effect; (c) no Event of Non-appropriation under any Lease currently in effect is threatened; (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation; (e) the governing body of Lessee has authorized the execution and delivery of the Agreement and the Lease pursuant to the Resolution approved on September 6, 2018; (f) the Equipment listed in this Schedule is essential to the functions of Lessee or to the services Lessee provides its citizens; (g) Lessee has an

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

5. *The Lease.* The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment listed in this Schedule to be reimbursed to the Lessee is \$1,772,026.64

7. *Lease Term.* The Lease Term shall consist of the Original Term and five (5) consecutive Renewal Terms, with the final Renewal Term ending on September 30, 2024, subject to earlier termination pursuant to the Agreement.

8. *Prepayment Option Commencement Date.* For purposes of Section 15 of the Agreement, the Prepayment Option Commencement Date is June 30, 2022.

9. *Contract Rate; Taxable Rate.* In accordance with and pursuant to Section 4.3 of the Master Equipment Lease, the Lessor and the Lessee agree to adjust the formula used for the Contract Rate for this Lease as well as future Leases entered into pursuant to the Master Lease, as follows:

The Contract Rate shall be calculated by multiplying the Index Rate by 79% and then adding the Spread. The "Index Rate" means (i) for a 60-month term, the 3 year Swap rate as reported in the Bloomberg Interest Rates Swap Index as of 3 days preceding the funding of a Lease, or (ii) for a 72 month term, the 4 year Swap rate as reported in the Bloomberg Interest Rates Swap Index as of 3 days preceding the funding of a Lease. The Spread means (a) with respect to a bank-qualified Lease (i) for a 60 month term, 0.7062% percent or (ii) for a 72 month term, 0.7492% and (b) for a non-bank qualified Lease (i) for a 60-month term, 0.6827% and (ii) for a 72-month term, 0.7822%. The Taxable Rate for each Lease within 12 months of the date of this Master Lease shall be calculated by multiplying the applicable Contract Rate by 124.80% for each bank qualified Lease and 127.63%% for each non-bank qualified Lease.

Based on the foregoing, the Contract Rate for this Schedule is 1.8675% per annum. The Taxable Rate for this Schedule is 2.3379% per annum.

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

- | | | |
|-----|--------------------------|--|
| (a) | <i>Registered Owner:</i> | Peachtree City, Georgia
151 Willowbend Road
Peachtree City, GA 30269 |
| (b) | <i>Lienholder:</i> | Bank of America, National Association
Northeast Center Building
2059 Northlake Parkway, 4 th Floor
Tucker, GA 30084-5321 |

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

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

Dated: September 24, 2019

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

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

By: _____
Name: _____
Title: _____

By: _____
Vanessa Fleisch, Mayor

Counterpart No. _____ of 2 manually executed and serially numbered counterparts. To the extent that the Lease created hereby constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A
EQUIPMENT SCHEDULE

<u>Vendor</u>	<u>Description</u>	<u>VIN/Serial Number</u>	<u>Amount</u>
<u>Grounds - Zero Turn Mowers</u>	Z Rider Mower	18082157	\$10,002.93
	Z Rider Mower	18082154	10,002.93
	Z Rider Mower	18084891	10,002.93
	Caution Light Kits (3)		451.98
<u>Grounds - Replacement Vehicles</u>			
Allan Vigil Ford	2019 Ford Super Duty F-250 srw	1FTBF2ATXKED56330	32,307.60
Allan Vigil Ford	2019 Ford F150 Reg Cab 4x2 ss	1FTMF1C57KKC53966	27,169.68
<u>Public Works- Zero Turn Mowers</u>			
Fayette Mower & Appliance			
	Z Rider Mower	18082881	10,002.93
	Z Rider Mower	18084489	10,002.93
	Z Rider Mower	18082880	10,002.93
	Z Rider Mower	18084490	10,002.93
	Z Rider Mower	18083240	10,002.93
	Caution Light Kits (5)		753.30
<u>Public Works- Replacement Track Hoe</u>	KOMATSU TRACK HOE REPLACEMENT	B48412042	85,985.04
<u>Police - Patrol vehicle replacements</u>			
Wade Ford	2019 Ford Interceptor -1	1FM5K8AT0KGB23939	30,967.00
Wade Ford	2019 Ford Interceptor -2	1FM5K8AT7KGB23940	30,967.00
Wade Ford	2019 Ford Interceptor - 3	1FM5K8AT9KGB23941	30,967.00
Wade Ford	2019 Ford Interceptor - 4	1FM5K8AT0KGB23942	30,967.00

Wade Ford	2019 Ford Interceptor - 5	1FM5K8AT2KGB23943	30,967.00
Wade Ford	2019 Ford Interceptor- 6	1FM5K8AT4KGB23944	30,967.00
Wade Ford	2019 Ford Interceptor- 8	1FM5K8AT8KGB23946	30,967.00
Wade Ford	2019 Ford Interceptor- 7	1FM5K8AT6KGB23945	30,967.00
Wade Ford	2019 Ford Interceptor- 9	1FM5K8ATXKGB23947	30,967.00
Wade Ford	2019 Ford interceptor- 10	1FM5K8AT6KGA64976	31,564.00
EF Johnson	Hardware & Programing for Digital Radios (10)		54,659.26
Coban Technologies, Inc.			51,900.00
	Focus H1 in car video system w/mic (9)		
	Focus H1 64GB USB secure Pen Drive (1)		
	DVMS Solution License (9)		
	Setup-Backoffice Package a 2 Day (1)		
	MIS- Adapter Plate (9)		
	A-Edge Interceptor SUV Dash Plate (9)		
	Shipping In Car Equipment (9)		
Coban Technologies, Inc.	Focus vehicle Dock Package, (9) cameras, Focus H1, Mounting, Coban DVMS Solution, Backoffice Setup		4,098.00
Trans Comm	PD CID Vehicle accessories and Radar Permit, Inner Edge 13-18, Whelen RT inner Edge		6,676.00
	Pedestal Mount, Siren Speaker, Anti Theft, Trunk Vault Exp Investigator, Installation		
	PD Westin Push Bumper, Pit Bar, Wing Wrap, Light Channel, Hitch, Equip Pkg1,2,3,4 (9)		129,798.00
	Graphic Design package ofr PI Utility 9@450.00 (PD)		4,525.00
	GraphicDesign package for F150 1@475.00 (1) PD		
Radio One	Kenwood VM700 Dual Deck, Single Remote KCH-20 with Standard Accessories	(800 MHZ) X93005833130070	4,438.25
	Instant Recording Rplay KES 5 External Speaker. 3yr Warranty (PD)	(VHF) X973004830230027	
EF Johnson	GPS Antenna and Roof Mount Kit (10)		1,011.06
Allan Vigil Ford	2019 Ford F250	1FT7W2B65KEE05853	33,391.00
144th Marketing Group LLC	Ford F250 Accessories PD		7,751.59

<u>Police - License Plate Reader</u>			
Cintel	License Plate Readers (2)		15,976.78
	License Plate Readers (1)		8468.39
City Electric Supply	Electrical Conduits, Box, Cover and Terminal Adapter Animal Shelter		184.61
Home Depot	Couplings, PVC Fittings, Metallic Cover Animal Shelter		31.71
Herr Electric	Mobilze Line Truck, Auger Hole, Set Pole , Animal Shelter		1,200.00
	Install 200 Amp, Trenching to Pole, Animal Shelter		4,700.00
<u>Fire- Oxygen Generator Replacement</u>			
B&T Enterprises	Oxygen Generator		11,000.00
	Oxygen Generator balance paid		12,500.00
<u>Fire - Hydraulic Tools</u>			
Rescue Systems Unlimited "Harold Eastman"	Genesis Combo Hydraulic Tools (2)		25,170.00
<u>Fire - Ambulance Replacement</u>			
Ten-8	Braun Chief XL Ambulance	1FDUF4GTJEC21452	241,942.00
Ten-8	Braun Chief Electric Step, Aluminum Wheels and B/U Sensor		3,347.00
Ten-8	Braun Chief Upgrade Inverter to 1800 Watts		1,116.00
<u>Fire - Cardiac Monitor Lifepak Replacement</u>			
Stryker	Lifepak Monitor Replacement		41,066.23
<u>Information Technology - Server Software Upgrades</u>			
	Microsoft Windows Server 2019 License (270) User Cals R18-05794		7,830.00
CPAK Technology Solutions	Microsoft Server 2016 Migration		15,000.00
CPAK Technology Solutions	Microsoft 2019 Server Datacenter License (60)	CPKQ27702-A	35,340.00
CPAK Technology Solutions	Services for Migration 1st Half		3,800.00
CPAK Technology Solutions	Services for Migration 2nd Half		3,800.00

<u>Information Technology - Tape Backups</u>			
CPAK Technology Solutions	HPE Tape Drive for Backups, Autoloader Rack Kit, HPE Tape Drive, LTO Ultrium Data Cartridge 20pk, HPE support	DEC83908CD	10,140.66
	HPE Support, mini SAS Cable, Power Cord and Rack Kit		
CPAK Technology Solutions	Backup Integration with Offsite Tapes		12,300.00
<u>Public Works - Physical Security</u>			
CPAK Technology Solutions	Public Works Camera Install and access control		8,000.00
CPAK Technology Solutions	Public Works Camera Install and access control 1st half		6,000.00
CPAK Technology Solutions	Public Works Camera Install and access control 2nd half		6,000.00
CPAK Technology Solutions	Public Works Cameral Install		15,200.00
<u>Recreation - Physical Security</u>			
CPAK Technology Solutions	Rec Camera Install and Access Control 1st half		6,000.00
CPAK Technology Solutions	Rec Camera Install and Access Control 2nd half		6,000.00
	Serial Numbers for all: C31386941, C31386418, C31386823, C31386490, C31387015, C31386471, C31386880		
	C31386690, C31386743, C31386810, C31386597, C31004992, C1386486, C13005449		
CPAK Technology Solutions	Rec Camera Install		12,100.00
CPAK Technology Solutions	Rec Access Control Project Rec		12,000.00
<u>Information Technology - Additional Storage - Videos</u>			
CPAK Technology Solutions	Storage Installation		12,000.00
CPAK Technology Solutions	HPE MSA San Storage, HE MSA 8TB HDD (12), HPE MSA 10G, HPE MSA Storage Support , MSA Service		27,109.98
	Serial number: 2S6828B164, 2S6828B164, THP827Z07D, THP827Z07N, THP830Z08T, THP830Z0AL, THP830Z0BY, THP830Z0C4, THP830Z065, THP830Z0C6, THP830Z0C7, THP830Z0C8, THP830Z0C9, THP830Z0CA		

CPAK Technology Solutions	Storage Integration/Migration		5,800.00
<u>Information Technology - Firewall Replacement for Public Safety</u>			
CPAK Technology Solutions	Cisco Meraki security Firewall, Meraki 1yr Support Cloud Managed Sub		19,496.75
CPAK Technology Solutions	Meraki Firewall Migration Install		12,000.00
CPAK Technology Solutions	Firewall Installation 1st Half		5,000.00
CPAK Technology Solutions	Firewall Installation 2nd Half		5,000.00
CPAK Technology Solutions	Cpak Services for Firewall Installation		3,500.00
<u>Information Technology - Avanti Laserfiche Upgrade</u>			
CPAK Technology Solutions	Laserfiche Insallation 1st Half		4,750.00
CPAK Technology Solutions	Laserfiche Insallation 2ND Half		4,750.00
MCCI	Software & Mtc for Avanti Laserfiche Upgrade		42,706.00
MCCI	Laserfiche Project Management		4,347.50
<u>Information Technology - Citywide - Laptop/PC/Printer Replacements</u>			
CPAK Technology Solutions	HP Elitebook 850 G5 Notebook 16GB, Webcam and HP Ultralim Dock	5CG8396NMP	1,929.00
CPAK Technology Solutions	HP Elitedesk 800 G4 Deesktop, Intel i7, 16GB, Windows10, DVD writer, Keyboard(32), Serial Numbers:		39,040.00
	MXL84223FY,MXL84223GG,MXL84223GP,MXL84223GT,MXL84223G2,MXL84223G7,MXL84223HC,MXL84223HH,		
	MXL84223HO, MXL84223H8, MXL84223GB, MXL84223GH, MXL84223GR, MXL84223GV, MXL84223G4, MXL84223G9		
	MXL84223HD,MXL84223HM,MXL84223HT,MXL84223H1,MXL84223H9,MXL84223GF,MXL84223GN,MXL84223GS,		
	MXL84223G5,MXL84223HB,MXL84223HG,MXL84223HP,MXL84223HV,ML84223H7,MXL84223G0,MXL84223HS		
CPAK Technology Solutions	Services PC Installation 1st Half		6,000.00

CPAK Technology Solutions	HP Elitedesk 800 G4 Deesktop, Intel i7, 16GB, Windows10, DVD writer, Keyboard(32) Serial Numbers:		39,040.00
	MXL83838RS,MXL83838RZ,MXL83838SH, MXL83838SM,MXL83838SR,MXL83838SX,MXL83838S1,MXL83838S6		
	MXL83838TB,MXL83838T6,MXL83838PW,MXL83838RT,MXL83838SC,MXL83838SK,MXL83838SN, MXL83838ST,		
	MXL83838S2,MXL83838S7,MXL83838TD,MXL83838T9,MXL83838RN,MXL83838RY,MXL83838SG, MXL83838SL,		
	MXL83838SW,MXL83838S0,MXL83838S5,MXL83838S8,MXL83838T3,MXL83838RF,MXL83838SQ, MXL83838SY		
CPAK Technology Solutions	HP Elitedesk 800 GR Desktop. Intel i7 16GB, Windows 10, DVD writer, Keyboard	MXL83838TG	1,220.00
CPAK Technology Solutions	HP 17 Laptop, 16Gb, Webcam 3yr wrty (3), Ultralim Dock for Notebook, VGA, Audio Line in/our Docking (3)		5,787.00
	Serial Number: 5CG8396MKG, 5CG8396V0, 5CG8396P8T		
CPAK Technology Solutions	PC Installation Services		12,000.00
CPAK Technology Solutions	Panasonic Toughpad Tablet Public Sector, Webcam 8GB (2) for PD Motorcycles	9ATTC75570, 9ATTC75661	8,180.00
CPAK Technology Solutions	HP 17 Laptop16GB Webcam (2), HP Universal Docking Universal for Notebook/Tablet (2) for HR	5CG9033NKO, 5CG9033PQP	3,858.00
CPAK Technology Solutions	HP 17 7500 Laptop 16GB Webcam 3yr wrty (7),Ultralim Docking , VGA, DisplayPort, Audio Line in/out(7), FD,		13,503.00
	Serial Numbers: 5CG9033PLB, 5CG9033PTX, 5CG9033PSF, 5CG9033P4G, 5CG9033QJW, 5CG9033QTL, 5CG9033R2R		
CPAK Technology Solutions	HP Laptops Elitebook (6) for FD (EOC),		8,490.00
	Laptop Serial Numbers: 5CG81632KJ, 5CG8522RNK, 5CG8522R55, 5CG8522R6Z, 5CG8522R8F, 5CG90304DQ		
Best Buy Business Advantage	Ipad Pro Mobil Device	CLXXW2CPK5P	1,499.99
CPAK Technology Solutions	Laptop, Lenova ThinkPad XI Yoga 3rd Gen, 2in1 Ultrabook. Window, Keyboard, Camera (City Mgr)	R90SZ45Y	2,350.00
CPAK Technology Solutions	Laptops HR (5) EliteBook 850, Windows, Keyboard, Camera, Serial Numbers: 5CG8522QY6, 5CG8522R88,		7,075.00
	5CG9041KQM, 5CG9041KTY, 5CG9041L08		
CPAK Technology Solutions	Dell 43" Monitor, Speakers, HDMI, VGA Display port	1F545G2	934.00

CPAK Technology Solutions	Dell 43" Monitor, Speakers, HDMI, VGA Display port	6PC55GS	934.00
CPAK Technology Solutions	HP EliteBook , windows10, Keyboard, Camera, 8GB (3),Serial Numbers: 5CG9041JS7, 5CG9041KCG, 5CG9041KGT		4,245.00
CPAK Technology Solutions	Dell 43" Monitor, Speakers, HDMI, VGA Display port	2TV55G2	934.00
CPAK Technology Solutions	Lenova ThinkPad XI, Touchscreen, Windos, Keyboard, Camera, Docking Station	R90T7SMD	2,975.99
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand	0U1UHTJM500240	920.00
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand	0U1UHTJM500256	920.00
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand	0U1UHTJM500240	920.00
CPAK Technology Solutions	HP EliteBook G4 Desktop Computer, 16GB Window, Keyboard, (5), Serial Numbers: MXL9281S5S, MXL9281S0W,		5,510.00
	MXL9281S5W, MXL9281S54, MXL9281S5X		
CPAK Technology Solutions	HP Business E233 23" LED Monitors (15) Serial Numbers: 3CQ9030Z25, 3CQ9030Z26, 3CQ9030Z6X, 3CQ9030Z6Z		2,347.50
	3CQ9030Z70, 3CQ9030Z71, 3CQ9030Z72, 3CQ9030Z73, 3CQ9030Z7D, 3CQ99030Z7F, 3CQ9030Z7G, 3CQ9030Z7J		
	3CQ9030Z7L, 3CQ9030Z7P, 3CQ9030Z7S		
CPAK Technology Solutions	HP EliteBook Notebook, 8GB, Windows, Keyboard(2), Universal Docking Station (2)	5CG9113Y55, 5CG91131L0	2,494.00
CPAK Technology Solutions	Professional Services for PC Installation		12,000.00
CPAK Technology Solutions	Toughbooks for PD/Fire (2)		4,992.00
CPAK Technology Solutions	Wireless Keyboards/Mouse (15)		750.00
CPAK Technology Solutions	Samsung 43" Curved VA Panel with Adjustable Stand (8)		7,120.00
Southern Computer Warehouse	Brother Mobile Printers(49) and Brother Pocketjet 3 (36)		14,101.83
Southern Computer Warehouse	Brother Pentax USB Cables (17)		87.55
Southern Computer Warehouse	Brother Pocketjet 3 (11)		197.67
Southern Computer Warehouse	Brother Mobile Printers (6) and Brtoher Pocketjet (7)		1,773.33
Southern Computer Warehouse	Brother Pocketjet (1)		17.97

EXHIBIT B**RENTAL PAYMENT SCHEDULE**

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 1.8675%	Principal Portion	Outstanding Balance	Prepayment Price
	9/24/2019				1,772,026.64	
1	12/30/2019	93,037.61	8,824.70	84,212.91	1,687,813.73	N/A
2	3/30/2020	93,037.61	7,879.99	85,157.62	1,602,656.11	N/A
3	6/30/2020	93,037.61	7,482.41	85,555.20	1,517,100.91	N/A
4	9/30/2020	93,037.61	7,082.97	85,954.64	1,431,146.27	N/A
5	12/30/2020	93,037.61	6,681.67	86,355.94	1,344,790.33	N/A
6	3/30/2021	93,037.61	6,278.50	86,759.11	1,258,031.22	N/A
7	6/30/2021	93,037.61	5,873.44	87,164.17	1,170,867.04	N/A
8	9/30/2021	93,037.61	5,466.49	87,571.12	1,083,295.93	N/A
9	12/30/2021	93,037.61	5,057.64	87,979.97	995,315.96	N/A
10	3/30/2022	93,037.61	4,646.89	88,390.72	906,925.23	N/A
11	6/30/2022	93,037.61	4,234.21	88,803.40	818,121.83	818,121.83
12	9/30/2022	93,037.61	3,819.61	89,218.00	728,903.83	728,903.83
13	12/30/2022	93,037.61	3,403.07	89,634.54	639,269.30	639,269.30
14	3/30/2023	93,037.61	2,984.59	90,053.02	549,216.28	549,216.28
15	6/30/2023	93,037.61	2,564.16	90,473.45	458,742.83	458,742.83
16	9/30/2023	93,037.61	2,141.76	90,895.85	367,846.97	367,846.97
17	12/30/2023	93,037.61	1,717.39	91,320.22	276,526.75	276,526.75
18	3/30/2024	93,037.61	1,291.04	91,746.57	184,780.18	184,780.18
19	6/30/2024	93,037.61	862.69	92,174.92	92,605.26	92,605.26
20	9/30/2024	93,037.61	432.35	92,605.26	0.00	0.00
	Total	1,860,752.20	88,725.56	1,772,026.64		

INCUMBENCY AND AUTHORIZATION CERTIFICATE

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

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

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

NAME OF OFFICIAL	TITLE	SIGNATURE
Vanessa Fleisch	Mayor	_____
Kevin Madden	Council Member	_____
Terry Ernst	Council Member	_____
Mike King	Council Member	_____
Phil Prebor	Council Member	_____
_____	_____	

Dated: September 20, 2019

By: _____
Betsy Tyler, City Clerk

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

SUMNER | MEEKER
LLC
ATTORNEYS AT LAW

THEODORE P. MEEKER, III

14 EAST BROAD STREET
NEWNAN, GEORGIA 30263

TELEPHONE 770-251-1750
FACSIMILE 770-251-1770

September 24, 2019

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

Peachtree City Governmental Finance Corporation
Peachtree City, Georgia

Re: Schedule of Property No. 3, dated September 24, 2019, in the amount of \$1,722,026.64, to Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, between Peachtree City Governmental Finance Corporation, as Lessor, and Peachtree City, Georgia, as Lessee

Ladies and Gentlemen:

As legal counsel to Peachtree City, Georgia ("Lessee"), I have examined (a) an executed counterpart of that certain Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017 (the "Agreement") and Exhibits thereto, between Peachtree City Governmental Finance Corporation ("Lessor") and Lessee; and (b) a certified copy of the resolutions of the governing body of Lessee which, among other things, authorize Lessee to execute the Agreement and all Schedules of Property and related rental payment schedules to be entered into pursuant to the Agreement (each of which is herein referred to as a "Schedule") to be executed and delivered by the same authorized officers on behalf of Lessee and in substantially the same manner as the Agreement and in substantially the same form as the Form of Schedule of Property attached as Exhibit A to the Agreement; and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. A Schedule, which incorporates by reference the terms and conditions of the Agreement, and the related rental payment schedule are herein collectively referred to as a "Lease." This opinion relates to the Schedule of Property No. 3 dated September 24 and the related Leases which are referred to herein as the "Approved Leases."

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

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

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

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

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

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

Sincerely,



Theodore P. Meeker, III
For the Firm

TPM/ms

FINAL ACCEPTANCE CERTIFICATE

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

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

Re: Schedule of Property No. 3, dated September 24, 2019, to Master Equipment Lease/Purchase Agreement, dated as of January 12, 2017, between Peachtree City Governmental Finance Corporation, as Lessor, and Peachtree City, Georgia, as Lessee

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement described above (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

1. All of the Equipment listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.
4. Lessee hereby reaffirms that the representations, warranties and covenants contained in the Agreement and incorporated into the Schedule by reference are true and correct as of the date hereof.
5. (a) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default exists at the date hereof under any Lease currently in effect; (b) no Material Adverse Change has occurred since the dated date of the Agreement; (c) no Event of Non-appropriation under any Lease currently in effect has been threatened; and (d) no Lease has been terminated as the result of the occurrence of an Event of Default or an Event of Non-appropriation.

Capitalized terms used, but not defined, in this Final Acceptance Certificate shall have the same meanings as when such terms are used in the Agreement.

Date: December 21, 2018

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor

BANK QUALIFICATION DESIGNATION

The undersigned, a duly authorized official of Peachtree City, Georgia (the "Lessee") certifies in connection with Schedule of Property No. 3, dated September 24, 2019, between Bank of America, National Association, as Lessor, and Peachtree City, Georgia, as Lessee (the "Lessee"), which incorporates by reference the terms and provisions of that certain Master Equipment Lease/Purchase Agreement dated as of January 12, 2017 (such Schedule of Property and incorporated terms and provisions are herein referred to as the "Lease"), between Peachtree City Governmental Finance Corporation ("PCGFC") and Lessee (and assigned by PCGFC to Banc of America Public Capital Corp, an affiliate of Lessor), as follows:

1. The obligations evidenced by the Lease are not "private activity bonds" as defined in Section 141 of the Internal Revenue Code of 1986, as amended (the "Code");
2. The Lessee hereby designates the principal components of the Rental Payments payable under the Lease as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
3. The reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the Lessee (and all entities treated as one issuer with the Lessee, and all subordinate entities whose obligations are treated as issued by the Lessee) during the current calendar year will not exceed \$10,000,000; and
4. Not more than \$10,000,000 of obligations issued by the Lessee during the current calendar year has been designated for purposes of Section 265(b)(3) of the Code.

DATE: September 20, 2019

LESSEE:

PEACHTREE CITY, GEORGIA

By: _____
Vanessa Fleisch, Mayor