******(PFA meeting to be held at 6:30 pm – prior to Council Meeting)******

City Council of Peachtree City
Agenda
September 18, 2014
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**

IV. **Public Comment**

V. **Agenda Changes**

VI. **Minutes**
August 21, 2014, Regular Meeting Minutes
September 2, 2014, Workshop Minutes
September 4, 2014, Regular Meeting Minutes

VII. **Monthly Reports**

VIII. **Consent Agenda**
1. **Consider Acceptance of Grant for CERT from Clothes Less Traveled**
2. **Consider Appointments to WASA – Interviews scheduled next week**
3. **Consider Right-of-entry Agreement with Georgia Power**

IX. **Old Agenda Items**
07-14-03 **Consider Amendment to Article VIII. Requirements for Streets and Other Rights-of-Way**
07-14-04 **Consider Amendment to Land Development Ordinance, Sec. 406 Final Plat Approval Process paragraph (j) - Maintenance Bond Requirements**

X. **New Agenda Items**
09-14-07 **Public Hearing – Consider Variance to Street Design Standards Ordinance to Permit Residential Driveways on a Collector Street, 424 Robinson Road**
Developer of Hayes tract requesting driveway access to Robinson Road, which is classified as a Collector Street
09-14-08 **Consider Adoption of Bond Resolution & Intergovernmental Agreement with Public Facilities Authority**

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

XII. **Executive Session**

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

City Council of Peachtree City
Meeting Minutes
August 21, 2014
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, August 21, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Fleisch recognized the Buildings and Grounds and Recreation Departments, who received the Team Recognition Award as the July Employees of the Month. Fleisch also commended the 10U Peachtree City Select (Red) All-star Softball Team for winning the 2014 United States Sports Specialty Association (USSSA) State All-Star championship. Darlene Moses, Casey Messina, and Eraina Amill of the Atlanta Chapter of the American Payroll Association accepted a proclamation from Mayor Fleisch proclaiming September 1 – 5 as National Payroll Week.

Update on Divas Half Marathon & 5K Race

Nancy Price, executive director of the Convention & Visitors Bureau (CVB), and Byron Perryman, CVB chairman and general manager of the Wyndham Peachtree Hotel & Conference Center, gave Council an update on the September 6 event. Perryman said there had been a boost of support recently from the Council Members, along with an up swell in the industry and recognition of the importance of special events to the economic development of City. The hotels would experience only a two-day event, but $188,000 in room revenue was expected, with a total of $250,000 in hotel revenue. For the 837 rooms in the City, that was a good chunk of business and taxes coming to the City.

Perryman continued that everyone in the room had been a part of this event, thanking the CVB, Fayette County Board of Education, Recreation Department, Police Department, Fire Department, Keep Peachtree City Beautiful, Information Technology/Geographic Information System (IT/GIS), Public Works, Public Information, and Planning Departments. In addition, he thanked Eaton and Sany in the Industrial Park for providing parking (shuttles would take people to the starting line), Peachtree City Running Club, ham radio operators, and residents of the area. He hoped this was the first of many events to bring health and vibrancy to the City. Perryman said the City was not known as a destination, and that was fine. He was sure the event would be very successful and have good repercussions if done properly.

Price thanked everyone for their support, adding that, as of August 17, 3,704 women had registered, which put registration on track for a sell-out of 4,100. There were almost 200 volunteers from the community as well.

Public Comment

Caren Russell addressed Council concerning the backup of traffic in the Planterra Ridge neighborhood because of cut-through traffic to get to the Planterra Way/SR 54 traffic signal. She showed a series of photos taken of the line of cars on the road leading to the signal during the afternoon rush hour, asking Council to consider extending the right turn lane to the entrance at the Tennis Center in FY 2015 so Planterra and Cardiff Park residents would be able to get out of the subdivision during that time. She noted the recent traffic study for SR 54 did not address the situation of the residents, only the cut-through traffic making a left turn from Planterra to go toward Coweta County.

G.R. Peltier thanked Council for their efforts to support senior citizen activities. He, as a senior citizen representative, would like to work with a Council Member to look at ways to obtain donations to help fund The Gathering Place and McIntosh Place, so the City would use the money currently budgeted for those facilities in other areas.

Minutes

August 7, 2014, Regular Meeting Minutes

Ernst moved to approve the August 7, 2014, regular meeting minutes as written. King seconded. Motion carried unanimously.

Monthly Reports

Imker thanked Yamaha for its donation of a golf cart to the Police Department. He also noted the litigation charge of $1,600 for the Mrosek lawsuit. Imker said the matter needed to be resolved, and then the City needed to go after legal fees for the lawsuit, which he considered to be frivolous.

Consent Agenda

1. **Consider Alcohol License – NEW – Ichiban Bar & Grill, 520 Crosstown Drive**
2. **Consider Approval of Mutual Aid Agreements for Police Department**

Learnard moved to approve Consent Agenda items 1 and 2. Ernst seconded. Motion carried unanimously.

Old Agenda Items

08-14-CA1 Consider Alcohol License – New – Crosstown Grill, 620 Crosstown Drive

This item was continued from the August 7, 2014, meeting due to an issue with the legal notice and its publication date.

Ernst moved to approve agenda item 08-14-CA1 Consider Alcohol License – New – Crosstown Grill, 620 Crosstown Drive. King seconded. Motion carried unanimously.

New Agenda Items

08-14-01 Public Hearing – Consider Text Amendments for Brent West Village Documents

Senior Planner David Rast said the rezoning for this property had been approved in 2007 as part of the annexation and zoning of two large tracts in Wilksmoor Village. One tract was owned by John Wieland Homes & Neighborhoods and the other by Scarbrough & Associates, currently known as Brent West Village, which was the northern tract of the annexed area. Brent West Village was zoned for a 650-unit age restricted subdivision with 539 single-family lots and 111 attached courtyard units on the 403-acre tract. Access would be from MacDuff Parkway. A number of conditions had been placed on both tracts during the annexation, including some that were specific to each development. The annexation of the tracts had also been reviewed by the Georgia Regional Transportation Authority (GRTA) as a development of regional impact (DRI), and GRTA had also imposed conditions that had been incorporated as part of the zoning. Rast continued that Levitt & Sons had been the original developer, and the company had gone bankrupt. Brent Scarbrough became the developer, and the property was owned by Brent West Village, LLC. The tract was now under contract by Kolter Homes, a Florida-based developer of planned communities.

Rast continued that Kolter Homes also planned to build an age-restricted subdivision, with a modified site plan of 650 units, all single-family lots and no attached courtyard units. An amenities center was also planned, which would be very similar to the plan proposed by Levitt. The plat had been approved as part of the Limited Use Residential-14 (LUR-14) zoning, and site-specific conditions were also adopted. Some of the conditions were not consistent with the plan being presented by Kolter. Talks had started several months ago regarding the proposed text amendments, and there were minor and major text changes, according to Rast.

Rast discussed some of the minor amendments, including a change in lot size for Pod D (four pods were planned named A, B, C, and D), which was 120 lots. In the LUR-14 zoning, with the exception of the smaller courtyard lots, the lot size was 50 feet X 120 feet or 70 feet X 120 feet. Kolter had asked for a reduction in the front and rear setbacks in Pod D because the lots were more pie-shaped. The request was to reduce the minimum lot size to 50 feet x 110 feet.

The minimum floor area required by the ordinance for the homes was 1,500 square feet. Kolter had asked the wording be changed to allow 10% (65) of the homes to be no smaller than 1,350 square feet. In addition, the minimum front setback would be changed from 15 feet to 10 feet from the back of the sidewalk (currently 20 feet from right-of-way), and the minimum rear building setback would change from 20 feet to 10 feet due to the pie-shaped lot configurations. The courtyard units had shared driveways, and Kolter had asked that common driveways not be permitted.

Kolter also asked to add language permitting berming, fencing, and landscaping within the greenbelt/buffer area on either side of the subdivision entrances to create a more aesthetic feel. Fifty-foot wide buffers were required along collector streets. Rast reported the Planning Commission did not endorse enhancing the greenbelt, but staff had a different opinion. He added staff also had no issue with the minor text amendments.

The major text amendments included allowing the issuance of up to 200 Certificates of Occupancy (COs) before MacDuff Parkway was completed and open to traffic; removing the condition requiring the provision of traffic calming measures along MacDuff Parkway; removing the condition requiring the provision of a multi-use tunnel underneath MacDuff Parkway; removing the condition requiring multi-use paths within the development(including a path from the subdivision entrance past clubhouse to first pod); adding a condition allowing the installation of security gates and gate houses at each entrance into the subdivision, with the stipulation that all roads and infrastructure within the subdivision would be owned and maintained by the developer and/or the Homeowner's Association (HOA); and adding a condition to relocate the proposed Fire Station at least 1,000 linear feet from the subdivision entrance (proposed location was across from the entrance).

Rast noted that the intersection design on MacDuff Parkway should also provide traffic calming, adding that the DRI notice of intent required traffic calming be included in the road design. The tunnel under MacDuff Parkway was a joint condition between John Wieland Homes & Neighborhoods and Scarbrough, as was the requirement to have multi-use paths within the development. Staff did not support the proposed major text amendments.

Brian Rochester of Rochester & Associates represented Kolter Homes. The project would be called Cresswind at Peachtree City. He continued that work began on the large master-planned community in 2010. The project represented a $225 million investment in the community. Every house would back up to open space, rather than another backyard. Rochester made a correction to the request for a 10-foot front setback, saying it was for 10 feet from the right-of-way, not back of curb and 20 feet from the garage to the back of the sidewalk.

Staff and the developer had been in agreement on just about everything on the minor text amendments, Rochester said. They would ask for some of the major text amendments to be struck now that they understand some of the City's concerns. The ones they would ask for were important to the development.

Rochester continued that the 200 COs were required to move forward with the plan for MacDuff Parkway. Enhancing the greenbelt/buffer area would be important. The project had a lot of frontage along MacDuff Parkway. They wanted to save as much natural vegetation as possible. They needed the ability to buffer the houses that would back up to MacDuff Parkway and create a landscape and street appeal to those driving along the parkway.

Rochester said they agreed to drop the proposed text amendments to Section 1013A.4(g)4 (traffic calming devices), 5 (tunnel), and 6 (multi-use path). The plans for MacDuff had already been done, and they had no issue with those being removed. They had also requested to add another condition to allow for a gated community, saying that was one of the top things adults requested. They had decided to drop that condition.

Section 1013A.4(g)14 addressed the floodplain, and Rochester said the ordinance said there could be nothing in the floodplain. They had asked to add wording to allow road and utility crossings because there were a few areas in the project where it would be needed. Staff had added that the crossings could be perpendicular, and the developer was fine with staff's recommendation.

As for the request to add security gates and gate houses at each entrance into the subdivision, Rochester said Kolter wanted to remove that from the list.

Kolter Homes had also asked to include another condition, which would be Section 1013A LUR-14(g)22, which would require the City to ensure the Fire Station for that area would not be located within 1,000 linear feet of either side of the community's entrances. Rochester explained that, whether the concern was real or perceived, buyers were worried about sirens blaring during the night. Rochester said they very much appreciated the Fire Department, but it was an issue when marketing homes.

Fleisch opened the public hearing.

Frank Artiles asked for clarification on Rochester's statement that no less than 10% of the houses could be below 1,500 square feet, and no homes could be less than 1,350 square feet. Rochester said Kolter was asking that no more than 10% (65) of the homes be below 1,500 square feet. None of the 65 homes would less than 1,350 square feet. Artilles asked if there should be a maximum square footage in the amendments. Rochester said the text amendment should probably state the maximum number would be 65. Those houses would be competitive with the high end of houses in Peachtree Sun City, which was their major competitor.

Dar Thompson asked the price range of the homes. Rochester said the smaller homes would be in the low to mid-$200,000s. The average home would be $350,000.

An unidentified resident asked if MacDuff Parkway would be four lanes, how it impacted traffic on SR 74, and whether the developer had permission to build the bridges. He also asked about the change to not require cart paths in the community.

Rast said the developers were responsible for construction of MacDuff Parkway from its current terminus at Franklin Ridge Drive up to Senoia Road, which included a bridge over CSX Railroad and an at-grade crossing with Senoia Road, with a traffic signal. The road would continue onto the Kedron Drive extension. Because of the notice of intent, there would be some off-site improvements required for that section of Kedron Drive, which included the addition of turn lanes. MacDuff Parkway would be two lanes, with a 24-foot wide median.

The resident asked how the road would cross the railroad. Rast said the railroad was located 18 – 20 feet below grade, in a gully. The bridge would cross the railroad, then continue at-grade to Kedron Drive.

Scott Austensen asked where the tunnel under MacDuff Parkway would be located, and he asked why the developer did not want multi-use paths through community.

Rast said staff met with the Wieland representative on August 15, and a site had been identified for the tunnel, which would connect the 204 lots on the east side of the Wieland tract to the 475 homes on the west side of MacDuff Parkway. The path would extend down MacDuff Parkway on the property owned by Wieland and this property, which would connect to the tunnel. The bridge over the railroad tracks would include a lane for golf carts. The path connection would continue to Senoia Road with an at-grade crossing and up Kedron Drive to Belvedere and Sagamore. Travelling south, the path would connect to the existing path in the powerline easement adjacent to Centennial. Rast continued that, in Levitt's plan, the path connection into the development started at the entrance and continued up the main road to the first cluster of homes. Rast said he hoped Kolter would keep that layout. The main road connected all the pods and the community center. Within the clusters of homes, golf carts would use the streets as was done in most of the City's residential areas.

The public hearing closed.

Ernst asked if the cart lane on the bridge would be wide enough for two carts. Rast said it would be 12 feet wide.

King said the condition for Wieland's recent rezoning was to complete MacDuff Parkway in 17 months, asking if that would happen. Rochester said he could not commit to that, saying it was always in the developer's best interests to move forward, but there were many things outside their control. The road could not be done in 17 months. King clarified that the biggest hold-up was the clearance from CSX Railroad. Rochester said there were two major components that were an issue. The permit from CSX was outside of their control, and they were working on that. Part of MacDuff Parkway would need an easement from Georgia Power, so a permit would be needed from them. There was another property that had been given to Georgia Department of Transportation (GDOT), and GDOT had given it back to the City. There was either litigation or potential litigation over the property coming back to the City. If they could not get clear title to build the road over that section, there would be an issue. They had every intention of moving forward on the road as quickly as possible.

King said he was concerned that 1,000 homes would be landlocked. Rochester said Kolter would have a major investment moving forward. Two hundred homes would not cover the costs, so they were only asking for some relief in case of a delay so they would be able to generate some revenue.

Imker summarized what he had heard to this point, saying he agreed with the minor text changes including the buffer, but he did not agree with 200 COs, the change in the floodplain portion to allow roads and utility crossings, or moving the Fire Station. Based on what the other Council Members said, Imker said he could change his mind.

Learnard asked about the 10-foot front setback change, adding that the sidewalk ordinance had not been ironed out yet. Fleisch said the sidewalks were part of a September workshop.

Rast said both developers were required to install sidewalks per the Notice of Intent for the DRI, but the NOI did not indicate where the sidewalks should be located, saying it might not answer Learnard's question.

Learnard noted that they had not ascertained where the sidewalks would be located, so she questioned the proposed text amendment. Rochester said there was a mistake regarding the 10-foot front setback, which should be 10 feet from the right-of-way of the road, not the back of the sidewalk. The ordinance currently required a 20-foot setback. Typically, there should not be a car in the driveway that blocked the sidewalk. They had agreed the front setback should be 10 feet from the right-of-way, but the garage must be at least 20 feet from the back of the sidewalk to prevent blocking the sidewalk. Learnard asked where the right-of-way ended. Rochester said there was typically a 50-foot right-of-way. The right-of-way line would be 25 feet from the road center, with the house at least 10 feet from the right-of-way line or 35 feet from the center of the road.

City Attorney Ted Meeker said it would depend on where the sidewalk was located. If the four-foot sidewalk was located in the front setback, then it would be six feet to the house. If the sidewalk was located in the right-of-way, then there would be 10 feet from the right-of-way line to the front of the house.

Fleisch said what was being proposed was the standard for a 50-foot by 120-foot lot. Rochester said it was the standard Kolter was using at its Lake Lanier development. Rast said the average lot width in Centennial was 50 feet. In General Residential (GR) zoning, 50 feet was standard for these types of homes.

Learnard asked what the setback was in Centennial. Rast said that, with the exception of the homes along the green at the subdivision entrance, the garage had to be 20 feet from the sidewalk so nothing interfered with pedestrian movement. Learnard said that, after this discussion, she was fine with the minor amendments.

Meeker asked if Council wanted to look clarifying the language for the minimum floor area per dwelling unit, and amend that based on this discussion. Rast said it should be, adding that the reason there was no ordinance for Council to adopt was that staff knew Council would be working through some of the proposed amendments. The revised ordinance with the language adopted at this meeting would be presented for signature, but not immediately after this meeting.

Meeker suggested getting clarification from Council on what they wanted, then staff would bring back the written ordinance for approval at the next meeting. He would rather have that approach.

Imker asked which residents would hear the sirens if the Fire Station was moved, noting they were asking to move the station 1,000 feet north or south. Fleisch said there might be an alternative site for the fire station to the north.

Fire Chief Joe O'Conor said the concept of having a station in the area was essential to maintaining the City's ISO 3 rating, and its current location across from the future entrance to the development had always been the designated site. He had asked the Fire Marshal to analyze the existing ISO study. If they looked for a site south of the proposed location, then not enough of the Kedron area would be covered to eliminate the one station the City was already short. If the station went up to Senoia Road, it would cover enough of the new homes under construction to eliminate the need for a new station to the south. Imker asked O'Conor if he had an issue with the verbiage. O'Conor said the current location was adequate, but it could be optimal if placed further north. He did not want to agree to move the station to an unidentified site. It would be better to have an identified site so the hole was not created in the future.

Pennington said this was very important to overall coverage, but there were other areas to look at.

The discussion moved to eliminating the requirement for the golf cart tunnel. Rochester explained they were asking for the requirement to be removed because the road had already been designed. Kolter was designing one portion of the road, and Wieland the other. There was no place in Kolter's portion of the road to place the tunnel. It was designed and permitted without the tunnel, so it had already been taken care of. The zoning for both properties had been approved simultaneously, so there was an overlap in many of the conditions that were now confusing.

Imker said he wanted two golf cart tunnels under MacDuff Parkway, adding the original agreement required each developer to put in a tunnel. In the future, the industrial site that was left in the area would be rezoned to residential, and a tunnel would be needed to get back and forth. He did not want that requirement struck.

Rochester disagreed, reading the existing condition regarding tunnels [Section 1013A.4(g)7]:

The Applicant shall coordinate with City Staff to determine if a multi-use path tunnel can be constructed underneath MacDuff Parkway as a part of the road improvements. Should a location be identified, the Applicant shall design and construct the tunnel as a part of the MacDuff Parkway extension at no cost to the city.

Imker said two agreements were approved, each with the same verbiage. Rochester said the plans were approved by the City without a tunnel shown. The developer was to work with staff to see if a tunnel could be located. Imker asked the City Attorney and staff to look at the condition and come back with something he could live with.

Imker continued that he wanted to see cart paths from the entrance to the pods, including cross-pod connections. He did not want to strike the language regarding internal paths.

King reiterated he had a problem with issuing 200 COs before the road was completed. He understood the developer's concern regarding outside issues that could affect the completion. Rochester said he could not say it would be done when he knew it would probably not happen. The traffic issues could be resolved with a bond. Senior adults were better than normal on traffic, using the roads during off-peak hours.

King agreed, noting the issue was there would be 1,000 homes with a two-lane road going south to SR 54 only. Rochester said the road could be constructed in less than 17 months, but reiterated there were issues affecting the construction outside of their control.

Fleisch asked how a bond would work. Rochester said that, if for some reason the road was not completed, the City could call the bond and complete the road. It would guarantee the money for the completion, and it seemed to be a reasonable compromise to ensure completion of MacDuff Parkway. Fleisch asked what the timeline for construction of the homes would be. Rochester said, after closing on the property, it would take 12 – 14 months to get the initial infrastructure in the ground, with another 90 – 120 days for construction of houses. The timing to get the road completed worked well with the development timeline, there was just a potential delay outside of the developer's control. Fleisch pointed out that the CSX permit had been applied for two and one-half years ago, so this would give at least another year for that to be approved.

Imker said a domino effect was being created. The 100 COs approved for the recent Wieland rezoning had nothing to do with the two tracts that were annexed. The original agreement for those two tracts that were annexed did not allow any homes to be occupied until MacDuff was completed. Council had been misled by Wieland's representative who told Council they were prepared to start working on the road, and it would be completed in 17 months. Wieland could build the road up to the point needed for the 100 COs, then stop until the north tract got underway. Imker continued that it looked like the road would not be completed until late 2016. It would probably 2017 before the road was finished. The people on the west side of the City would live with the traffic for another three years. If Council gave Kolter 200 COs, then Wieland would come back and ask for more. Council would not be able to stop that. They were betraying the trust given to Council seven years ago who guaranteed no COs until the completion of MacDuff Parkway.

Fleisch asked what the original estimate was to complete MacDuff. Rochester said the original cost was $6 million; now the estimate was $8 million. He continued that their project was moving forward. Kolter had proven to be a good partner. The last industrial section in the area would not be rezoned without a buyer. The developer needed relief to begin generating revenue.

Meeker said guidance was needed, asking Council if they would rather see the major changes in a red-lined version of the ordinance or separated as had been done in the Council packet for this meeting. Rast noted that Kolter had asked to leave Section 1013A.4(g)4, 5, 6, and 21 as they were currently worded. Council consensus was to see the red-lined ordinance.

Learnard moved to continue the text amendments for the Brent West Village documents until the next meeting. Imker seconded. Motion carried unanimously.

08-14-02 Public Hearing – 2014 Millage Rate

Financial Services Director Paul Salvatore noted this was the last of three required public hearing regarding the proposed one mill increase to Maintenance & Operation millage rate, which would increase the millage rate from the current 6.756 mills to 7.756 mills. The Bond rate would remain the same at 0.332 mills.

Salvatore gave a breakdown of the one mill increase, which was estimated at $1,743,716. The list included the following:

• Landscaping Improvements	$635,000	($253,000 FY2014 + $382,000 FY2015)
• Infrastructure Improvements	$200,000	(mainly bridge maintenance)
• Increase in path maintenance	$ 75,000	
• Increase in Street Paving – G/F	$717,000	
• Litter Removal (KPTCB)	$ 45,760	
• Technology improvements	$ 70,956	
	$1,743,716	

Salvatore continued that the Special Purpose Local Option Sales Tax (SPLOST) had generated $2 million annually in the budget. The proposed one mill increase would put $1.7 million back into the budget.

Fleisch opened the public hearing.

John Dufresne said he generally supported the proposed increase. He had served on the former mayor's Needs Assessment Committee, and they had briefed Council on their findings. Their recommendation had been to consider up to a half mill increase.

Caren Russell said she also supported the millage rate increase. The loss of the Special Purpose Local Option Sales Tax (SPLOST) was an issue. If the City did not keep up the look of the City, then it would lose more tax revenue in the long run.

Gren Bunker said money for the paths should be increased, especially for a city noted for them. Improvements were needed, and there were some critical areas, and the increase needed to be for more than $75,000.

Creighton Warren read the following statement:

I have lived in Peachtree City for 31 years. Served on Commission on Children and Youth and the Peachtree City Recreation Commission (1990 – 1992). My wife and I had four boys, all played soccer. I coached soccer in PTC for nine years. Some people in Fayetteville think that most people in PTC are multi-millionaires. So let's stick it to them. I learned this when I served on the PTC Recreation Commission for three years. Initially County gave PTC $25,000 per year for their Recreation Department. With great difficulty, we were able to increase the amount to $50,000 per year. I proposed then and I propose now that County taxes should be distributed based upon population. Take the 2010 Census PTC is the largest city in the County. We should receive the largest portion of County taxes. Tyrone, Brooks, Woolsey perhaps get a larger portion of revenue. I suggest that all members of County Council from PTC meet with PTC City Council. I think that Steve Brown should be excluded from meetings because he represents both PTC and Fayetteville on County Council. The distribution of County tax revenue based on ratio of City population/County population. Another matter regarding revenue is the stormwater taxes. PTC has three golf courses. A) what is their yearly water bill? B) How much stormwater tax do they pay? C) Who are the owners of golf courses? I do not want the names of dummy corporations but names of individuals. Before increase millage rates, you should implement my suggestions.

Randy Boyett said he could not support a tax increase. The City would not fall apart if Council made hard choices on how on how to spend tax money. A better way was needed to manage resources to get the job done. He did not support hiring employees for landscaping again. If outsourcing was managed properly, there would be better results and more money would be saved than hiring additional personnel.

Scott Austensen said the budget was very good document with good information, but he did not support a one mill increase as outlined in the budget. He did not see a need for it. He questioned the need for 21 new full-time employees, which was a 7% increase in payroll for landscaping, which was seasonal. If the contractor was not performing, the City should look at how the contract was done or include tougher language. The increase in FTEs would drive up the costs of the Affordable Care Act (ACA), and those costs were already 14.5% of the General Fund. Large increases were projected in November. The Defined Benefit Pension costs were also a concern. Governmental Accounting Standards Board (GASB) 68 started next year, and Austensen asked if anyone had considered the impact of the 21 new employees on the projected liability that would have to be reported when GASB 68 started. This could cause a negative impact on the City's bond rating. A 7% increase in full-time employees was a significant increase in liability, and could put the City in a deficit position because of the new liability that would start in 2016.

Frank Artiles said he agreed with most of the points that had been made. He also opposed the tax increase. There was a 17% increase in general administration costs in the budget over 2014, and he was not sure why, but there was an obligation to understand. Compared to what Newnan spent for financial services, police, and library, the City spent 75 – 100% more. The base of what was in the budget had to be scrutinized. No one should be satisfied without understanding what was in the base. Outsourcing had worked, particularly in the public sector. Bringing back more than 20 employees would be costly and hurt the City in the long run. It was true the cart paths were the most identifiable trait of the City, but the residents spent $2.50 every year to use it ($12 for a five-year registration). Instead of reallocating money from other parts of the budget, maybe that should be increased to $10 a year, if the state allowed it. He asked Council to look at the budget critically.

The public hearing closed.

Imker asked to include the adoption of the budget resolution (08-14-04) with the agenda item for the millage increase (08-14-03). If the millage rate was not approved, there would need to be changes to the City Manager's proposed budget. Salvatore said the law said they could adopt the budget and the millage rate at the same meeting, but it did not say anything about having them be the same agenda item. Imker said it made sense to speak to both at the same time. Learnard said he could speak to both at the same time, but there should be two motions.

08-14-03 Consider Adoption of 2014 Millage Rates
08-14-04 Consider Adoption of FY 2015 Budget Resolution

Imker stepped down from the dais and moved to the presentation computers to give an alternate proposal to eliminate the proposed one mill tax increase. He said his alternate proposal for the budget would eliminate the need for a millage rate increase. He noted the budget had been balanced eight months ago without an increase. The reason for the millage increase was because of added services. His suggestions included:

- Keeping Facilities Bond at $3 million
- Addressing Pay Raise
- Changing approach to Public Works mowing/landscaping
- Changing bridge/infrastructure maintenance
- Keeping cart path maintenance increase
- Addressjng road maintenance
- Requesting City Manager reduction of $100,000
- Unfunding Deputy Police Chief position
- Eliminating Police Special Response Team (SRT) (this item was pulled from the list)
- Postponing five new Police Department vehicle purchases
- Addressing Library book and media purchases
- Eliminating new street light purchases
- Addressing golf cart registration fee
- Including additional use of reserves of $185,000 in FY2015
- Including potential 0.229 mill increase in FY2016

Imker noted that he was removing the elimination of the SRT after discussions with County Sheriff Barry Babb. He would revisit this item at another time. Imker then reviewed his proposal:

Item	Save	Description
	$	Keep $3M Public Facility Bond
#1	$135,000	2% "Inverse Scaled" Pay Raise = $270,000 available for both FTE and PT/Temporary/Seasonal $245,000 to full-time employee (FTE) salary increase $25,000 to increase PT/Temporary/Seasonal hourly rate total from $950,000 to $975,000
#2	$710,000	Public Works contract for mowing/landscaping to be only mowing ROWs at $250,000; Save added $380,000 plus $330,000
#3	$ (510,000)	Add six new FTE to current six added in FY2014 in Public Works Six added in FY2014 were paid with reserves ($255,000) and must be included going forward Unfund three additional FTE to be determined mid fiscal year by Director Public Works/Community Services & City Manager
#4	$ 75,000	Reduce Public Works equipment purchase (trucks/mowers)
#5	$ 50,000	Change bridge/infrastructure maintenance to $150,000
	$ -	Add $75,000 to cart path maintenance bringing to $440,000
#6	$ 720,000	Keep current road maintenance at $770,000
#7	$ 100,000	Reduce trips (use online resources)/subscriptions/guns/ammo/cleaning services/contingency and other fund centers at City Manager's discretion (keep mandatory Police & Fire training)
#8	$ 100,000	Unfund Deputy Police Chief position (determination to be made mid fiscal year by Police Chief & City Manager)
#9	$ 15,000	Eliminate SRT from PD (and associated special ammo, training, equipment/vehicles, etc.) Enhance cart path patrol, CID or other areas as determined by Police Chief & City Manager
#10	$ 60,000	Cut five new Police vehicle purchases ($300,000/five yearrs) & change policy from 100,000 miles to 125,000 miles
#11	$ 25,000	Reduce new library book & other media purchases to $104,000
	$1,475,000	Total of savings effecting five-year model each year
#12	$ 65,000	Eliminate street light purchase (one time savings only)
	$1,540,000	Total savings in FY2015 from proposed alternate budget

Item	Change	Description
	$ 395,000	Use of reserves in FY15 (proposed use was $210K)
#13	$ 30,000	Change $12/five years cart registration fee to $15/five years (Adds $35,000/five years revenue) effective October 1, 2014 Add cart path maintenance fee of $10/five years (Added $115,000/five years revenue) effective January 1, 2016, $30,000/year revenue applied beginning FY2016 (
#14		Pro-rate cart registration by $3/year for each whole year not used Pro-rate cart path maintenance fee by $2/year for each whole year not used
#15	$ 400,000	Add 0.229 mill into FY2016 budget for five-year model Would zero out all need to use reserves in future years Mill increase to be managed out OR realize expected better Fair Market Value (FMV) and Local Option Sales Tax (LOST) revenue in future

LOST revenue for Pinewood Studio impact under estimated (annually >$100,000)
LOST revenue for Half Diva Marathon not included (one time >$100,000)
Already "anticipate" revenue from 100 other sources with equal or less probability
There's no accounting for turnaround in court fines recovery (annually $500,000)
Projection for FMV increase are conservative at 1.5% 2.5%, 2.5%, 3.0%, 3.0% for FYs 2015-2019
Delays potential mill decision until we have data through FY2015

#16 Change Reserve Policy from 20% to 25% (Reinforce AAA Rating)
#17 Change salary review policy from "every five years" to "as directed by council"
#18 Change City Manager Approval policy to use General Funds without Council approval to $25,000

Imker began with his proposal for a 2% "inverse scaled" pay raise for employees, noting each 1% was the equivalent of $135,000, so 2% was the equivalent of $275,000. The total used for FTE salary increase would be $245,000, and $25,000 would be used to increase the pay for part-time/temporary/seasonal employees. He showed a chart with the current salaries for FY 2014, which totaled $10,651,858.37. The "inverse scaled" pay raise would provide a 5.19% raise to the lowest paid FTE employees. The pay increase would decrease going up the pay scale, with the highest paid employee receiving a 0.19% pay increase. The employees in the top 25% of earnings would receive a pay raise of less than 1%. The mean salary was $49,543.53.

Imker proposed $25,000 be added to the $950,000 total currently paid for part-time/temporary/seasonal employees, bringing the total to $975,000. The total would be distributed at an increased hourly rate.

Imker looked at the FTE employee turnovers from July 2013 – June 2014. Twenty-three employees left the City during that time for various reasons, including retirement, relocation, acceptance of other jobs, and violations of City policies. The average turnover rate was 15% or 35 employees for Peachtree City. Imker said employees were not leaving the City because of pay. Imker said it was time for lower-paid employees to catch a break.

Imker discussed #2, #3, and #4 on his list, the Public Works contract for mowing/landscaping. Mowing and landscaping was currently (FY 2014) split between four contractors for a total of $580,000. The problem was the contracts were not year round. In addition, things were left undone, and the contractors were non-responsive. The proposed FY 2015 approach was to hire 22 new FTEs – 10 FTEs for right-of-way mowing and 12 FTEs for Building and Grounds (landscaping/tree trimming). Six were hired in FY 2014, and six more would be hired in FY 2015. The total would be $960,000, with City employees doing all the work. This approach would provide year-round coverage by the City's own people. The approach would also be a heavy burden on the budget, including benefits and equipment. Another concern was whether there would be enough for the additional employees to do during the "off season."

Imker's proposal for FY 2015 was to award a new right-of-way mowing contract to include a longer season and more frequent mowing. The contract would change from $210,000 to $250,000. Twelve FTEs should be hired (formally including the six hired in FY 2014 plus an additional six) at a cost of $510,000. The good reasons for this approach included year-round coverage where needed (on call and by the City's people); landscaping and tree-trimming everywhere, ballfield mowing and maintenance all year round; employee burden on budget was more manageable; need for City purchases came down $70,000 as did equipment maintenance requirements; City maintenance opportunities became more realistic for 12 FTEs when not tasked during the "off season;" and line items from the Facilities Bond that could be taken care of in-house, such as the demolition of Clover Reach pool and painting the Kedron hockey rink. In addition, the City's commitment to maintaining fields for recreational leagues would be honored.

Changing bridge/infrastructure maintenance was #5 on Imker's list. The current proposal was to budget $200,000 for FY 2015. Imker proposed budgeting $150,000. He noted the FY 2015 budget would be reduced by $50,000 and that $200,000 had been paid in FY 2014 from Cash Reserves. He also noted that $365,000 had been budgeted in FY 2014 for cart path maintenance. The proposal for FY 2015 was to add $75,000, bringing the FY 2015 total to $440,000. Imker concurred with that amount.

Road maintenance funding (#6) was next. The budgeted amount in FY 2014 was $770,000. Imker said the City Manager's budget proposed increasing the amount by $720,000 for a total of $1.085 million for FY 2015. Imker said the budgeted amount should remain at $770,000. He pointed out that the current funding for both roads and cart paths was $1.16 million. In FY 2013, nearly all the road money went to Dividend Drive. In FY 2014, nearly all the road money went to Crosstown Drive. In FY 2015, the road money would go towards neighborhood streets. He added the Special Purpose Local Option Sales Tax (SPLOST) denied by voters would have been hugely advantageous.

Imker's next recommendation was for the City Manager to cut $100,000 from the FY 2015 budget (#7). Imker advocated using online resources to avoid travel, cut subscriptions, stop additonal gun purchases (190 were in inventory), cut back on ammunition (if old ammo needed to be replaced, purchase locally if possible), cut back on cleaning services, cut back on contingency funding, cut back on other fund centers at the City Manager's discretion, keep the mandatory fire and police training, and cut training and classes that were just to have something on the wall.

Unfunding the Deputy Chief of Police position (#8) would reduce the FY 2015 budget by $100,000. The position should be left as unfunded at this time, and the determination on whether the position should be filled would be made mid fiscal year by the Police Chief and City Manager.

Item #9 was to eliminate the SRT from the Police Department. After discussions with people at the County, Imker did not want to take this action at this time, which removed it from the list.

Imker recommended cutting five new Police vehicle purchases (#10), which he said would save the City $300,000 over five years of payments. Currently, nine new vehicles were included in the FY 2015 budget. He also advocated changing the vehicle replacement policy from 100,000 miles to 125,000.

Imker noted everyone loved the Library, but said all departments needed to participate. He recommended reducing the library budget for new materials by $25,000 (#11) for FY 2015, which would reduce the funding for book and other media purchases from $129,000 to $104,000.

Imker pointed out the savings from items 1 – 11 totaled $1,475,000, and the savings would affect the five-year model each year.

Imker continued that a one-time savings of $65,000 would come from eliminating street light purchases (#12), which brought the total savings for FY 2015 to $1,540,000. Several intersections on SR 54 had been identified for the lights, but Imker said they were a "want," not a "need," so they were a low priority.

Imker also proposed using an additional $185,000 from the Cash Reserves in FY 2015. The City Manager's budget had proposed the use of $210,000 for FY 2015. The proposed new use of reserves would be $359,000. Imker said the alternate budget had $1,540,000 in savings for FY 2015. The total savings with the use of Cash Reserves would offset the necessary $1.725 million that would have been generated by a one mill tax increase.

A change in the golf cart registration fee (#13) was proposed by Imker. The $12/five-year fee would change to a $15/five-year fee, which would add $35,000 over five years in revenue. He proposed the fee be effective October 14. In addition, he suggested prorating the golf cart registration fee by $3 per year for each year it was not used (#14).

Item #15 was to add a 0.229 mill increase into the FY 2016 budget for the five-year model. It would zero out all need to use Cash Reserves in the future years, Imker said. The mill increase could be managed out or the City could realize better than expected increases in the tax digest or LOST. Imker said the LOST revenue for Pinewood Studio had been underestimated, and the LOST revenue from the Divas Half-marathon on September 6 had not been included in FY 2015 budget. The projections for the FMV were also conservative ranging from 1.5% to 3% for FYs 2015 – 2019, and a 1% increase was approximately $110,000. Imker said there was no accounting for the turnaround in court fines, which had dropped $500,000 annually. The number of citations written had dropped from 9,890 in Calendar Year (CY) 2010 to a projected 6,692 for CY 2014.

Imker suggested changing the City's policy of having 20% in the Cash Reserves to 25% (#16), which would reinforce the City's AAA bond rating.

Item #17 was to change the salary review policy from every five years to "as directed by Council." Imker had shared the salary information from several entities earlier in his presentation, which he said he obtained via Open Records Requests to the seven entities over a two-day period. Putting the data side-by-side took him two hours. Imker said the City did not need to spend $40,000 and six months for a contracted review every five years.

Imker's last suggestion was to change the City Manager ability to approve the use of General Funds without Council approval from $40,000 to $25,000 (#18). He said tighter control by Council was desired.

Learnard said she had some concerns, including the changes to golf cart registration, which could take too much staff time. Imker proposed increasing the registration to $15 during the 2016 registration cycle. He wanted to start pro-rating the fee now for the years the registration was not used.

Learnard noted she had no issue with not budgeting for the assistant police chief, but asked what would happen if the Police Chief decided the position needed to be filled. Imker said then it would be done. Get halfway through the year, then get feedback.

Learnard was also concerned about taking money from road maintenance, saying putting the maintenance off could create worse problems later. Imker said there had not been any residential repaving during the last two and one-half years, and nearly $800,000 going to residential paving next year was a lot of money. He wanted to see what was covered. There might be more to put in next year.

Learnard questioned using in-house labor to demolish the pool, asking if that could be done. Imker said he had checked with the Public Works Director, and it could.

Learnard questioned budgeting only $150,000 for bridge maintenance, which meant Council might have to dip in later. She would like to see more money in cart paths, and she believed the citizens would too, but she understood the constraints with the manpower. She had no issues with the City Manager's current approval policy and saw no reason to change it. She asked Salvatore if the tax digest had gone up this year. Salvatore said it had stayed relatively flat at 0.1%. Imker said home values had gone up a few percent, but the inventory businesses had in the City had gone down because of the tax rate. The net result was the revenue to the City would stay about the same.

Fleisch noted that Imker had said no revenue increase that had been attributed to Pinewood Studios or the Divas event, which she thought was a good thing. It was conservative planning, and they had no idea how those items would affect revenue. She also pointed out that Imker's comparison of salaries was not a comparison to other Class B cities. She asked Pennington to explain the difference.

Pennington said there was a direct correlation between salary level and size of a city. Salary levels tended to be lower in smaller communities. Peachtree City did not compete with Tyrone and Senoia for employees, and he said he was not just talking about figures. There was not a comparison of what the employees actually did. The City had not had a pay and classification study in over 12 years, and jobs had changed.

Fleisch asked how the City's staffing level compared to other cities the same size. Pennington said the City had a lower number of employees. Cities the same size usually had between 400 – 500 employees, and Peachtree City had 230 FTEs.

King said comparing the City to Newnan was comparing apples to oranges. For a comparison, Alpharetta and Sandy Springs, and other high-end communities, should be looked at. The City needed to manage its dollars better. He did not support raising taxes, but it did cost to live in the City.

Dar Thompson noted several police officers were at this meeting, saying there were two ways to look at the decrease in citations and court fines. If they were writing fewer tickets, they had done their job. If the same number of tickets were being written, then there was a problem with the City. It was not bad to have fine revenue down. It meant people were scared to drive through the City too fast or drunk, which ultimately saved someone's life.

Creighton Warren said he did not support the SPLOST. The City would not have gotten its money's worth.

Gary Cook supported the increase in cart path maintenance, saying he rode his bike and golf cart on the paths. The roots were getting bad, and maintenance was important.

Charles Phillis said he liked the inverse pay raise. The Public Works guys did excellent work. Public Works was his job for 50 years, and he was happy to help any time.

Ernst said he liked many of Imker's suggestions, including the inverse pay raise, but felt the amount should be left at 3%. He continued that the Police Chief needed the assistant police chief position filled. He had a few other issues, and they would deal with them.

King said he could live with what Imker proposed because it would force the City to make better decisions. They needed to make the City what it had been in the past and regain the trust of the citizens. Past Councils had not budgeted for road maintenance during the SPLOST, which was one of the fundamental things the City should have budgeted for, with or without a SPLOST, so the citizens said no to another one.

Ernst asked Imker to clarify that he had withdrawn his suggestion to disband the SRT. Imker said he had withdrawn it. King said the Fayette County Sheriff's Department did not have an SRT, and, based on a conversation with Chief Will McCollom, he understood the Sheriff's Department was required to have one. If that was true, the City should be reimbursed.

Fleisch said she did not want to do anything with employee pay until the study was completed other than the 3% place holder. It had been 14 years since a study had been done, and they might be surprised by what the study said. The cities Imker used for his comparison were not comparing apples to apples. The study was scheduled to come back in two to three weeks. She agreed the SPLOST became a crutch for road and cart path maintenance. The City did get complaints about cart paths, and the list was prioritized every year. The roads got worse every year because less and less paving was done.

Salvatore said Council was changing everything at the 11th hour. The proposed budget had been based on the goals and objectives set by Council and endorsed in the workshops and hearings. The budget had met the demand for services, and staff had been responsible in carrying out their duties as to what the City Manager had expected from the departments. If Council was changing at the 11th hour to a zero millage rate increase, those were no longer attainable goals. Staff would adjust accordingly. Fleisch asked why it was the 11th hour as far as the timeline was concerned. Salvatore said Council usually adopted what they had been talking about all along, from the retreat through the workshops, to the public hearings. This was a last minute change. Staff would do as instructed, but the millage rate had to be adopted at this meeting, and Council could adopt anything between zero and one mill. The advertising rules were very strict. Staff could come back with the budget part, but there had to be a vote on the millage rate at this meeting.

Ernst moved to adopt the millage rate as set forth by the staff memo in the Council agenda packet. The motion died for lack of a second.

Learnard moved to extend the meeting beyond 11:00 p.m. Imker seconded. Motion carried unanimously.

Imker moved to set the Maintenance and Operations millage at 6.756 mills (current rate) and the bond millage at 0,332 mills (current rate). King seconded. Motion carried 3 – 2 (Ernst, Fleisch).

Imker said he would make a motion on all the alternatives they agreed on for the budget, then another motion for those people did not agree with. He would not include items 1, 5, 9, and 18. Ernst added 7, 8, 9, and 18 to the list.

Imker moved to accept the City Manager's budget with the inclusion of (Imker's) changes as itemized in the presentation – 2, 3, 4, 6, 10, 11, 12, 13, 14, 15, 16, and 17. Learnard seconded.

Meeker pointed out that item #15 took action on the budget for the following year, and it should not be included. Some of the other alternatives were ordinance-related. The motion for the items not included should be continued for further discussion. He suggested the motion be withdrawn and restated to eliminate 15, 16, and 17, since they were not budget adoption matters.

Learnard withdrew her second. Imker withdrew his motion.

Fleisch suggested allowing staff to rework the budget with the guidance given at the meeting, then asked for a motion to continue the budget approval. Pennington said he would also recommend a continuance. Salvatore added that some figures were not exact, and the numbers needed to be exact.

Ernst moved to continue the vote on the budget until the next City Council meeting. The motion died from lack of a second.

Imker moved to approve the City Manager's budget with the inclusion of the following items from Imker's presentation: items 2, 3, 4, 6, 10, 11, 12, 13, and 14. Learnard seconded. Motion carried unanimously.

Imker moved to further revise the budget to incorporate the change reflected in item 1 (2% "Inverse Scaled" Pay Raise and increase PT/Temporary/Seasonal hourly rate total from $950,000 to $975,000. Learnard seconded. Motion carried 3-2 (Ernst, Fleisch).

Imker moved to further revise the budget to incorporate the change reflected in item 5 (Change bridge/infrastructure maintenance to $150,000). Learnard seconded. Motion carried unanimously.

Imker moved to further revise the budget to incorporate the change reflected in item 7 by asking the City Manager to reduce the budget by $100,000. King seconded. Motion carried 4-1(Ernst).

Imker moved to further revise the budget to incorporate the change reflected in item 8 to unfund the position of assistant police chief while keeping it available. King seconded. Motion carried 4-1(Ernst).

Imker said he would bring his other alternatives back since some included ordinance changes. He continued that the budget would be amended, but these changes would give staff a baseline to work with.

Council/Staff Topics

Pennington said there were four topics that needed to be covered in workshops in September and October. The topics included future annexations, sidewalks, subdivision signs and entrances, and cart golf crossings on state roads. He continued that GDOT had the state law on cart crossings, but had not come up with a way to implement it yet. Pennington recommended a workshop be held on September 16 on the Condrey Job Classification and Compensation Study.

The Green T signal application for Line Creek Drive was under review at GDOT. The SR 54 traffic study was under review for potential funding over the long term.

BS&A, the company that was awarded the bid for the Enterprise Resource Planning (ERP) software, had scheduled the implementation of the software for finance and human resources. Much of the payroll duties would shift to Human Resources, and Pennington said he would come back to Council at some point regarding increasing Human Resources staffing.

John Dufresne asked if another public hearing would be needed for the FY 2015 budget. Meeker said no, the budget was always subject to change.

There being no further business, King moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 11:06 p.m.

Pamela Dufresne, Deputy City Clerk	Vanessa Fleisch, Mayor

City Council of Peachtree City
September 2, 2014
Meeting Minutes
6:30 p.m.

The Mayor and Council of Peachtree City met in workshop session at City Hall on Tuesday, September 2, 2014. Mayor Vanessa Fleisch called the meeting to order at 6:30 p.m. Others attending: Mike King, Terry Ernst, Kim Learnard, and Eric Imker.

The purpose of the workshop was to discuss Council desires regarding City policy on sidewalks and maintenance bonds in future developments.

Development Bonds

Community Services Director Jon Rorie explained that the City's Land Development Ordinance addressed two types of bonds from developers, performance bonds and maintenance bonds. Performance bonds ensured that improvements, such as landscaping, path connections, and storm drainage, would be installed at a later date, while maintenance bonds ensured that already-installed improvements were maintained or repaired if damaged or became inoperable during the first two years.

The City's current ordinance (Section 406 under Procedure for Plat Approval and Construction Authorization for All Subdivisions) was adopted in 2009 and imposed a performance bond equal to 110% of the cost of construction to guarantee installation of infrastructure and a maintenance bond equal to 110% of the cost of construction to assure structural durability, stability, and integrity of the improvements.

Prior to 2009, the ordinance required a maintenance bond without a specified value, and either the completion of all improvements required or a performance bond equal to 110% of the construction costs of improvements not yet completed.

Rorie said that, in 2009, the City apparently added the bond amount to the maintenance bond requirement. He noted that the 110% assumed all infrastructure would fail, which was unlikely. Rorie continued that bonds were only cashed in if a developer could not or would not make the required repairs or improvements. Research indicated that developers who had bonds cashed in could not obtain future bonds.

Staff was coming to Council to determine whether the 110% maintenance bond was a reasonable amount. Adjacent cities charge between 15% and 50%. Developers had asked for a review of the amount, since this was the first time since 2009 the requirements had been tested.

Fleisch asked if the City had disallowed corrugated metal stormwater pipes under roadways, and Rorie confirmed this.

Learnard asked City Manager Jim Pennington what his experience had been with maintenance bonds in other cities. Pennington said he had seen 10% – 50%, and Learnard noted that 50% would then be on the high side of normal.

Imker asked if any other cities imposed a 110% maintenance bond. Rorie said not to staff's knowledge, and Imker said he thought when staff originally discussed the matter, there were others.

Imker continued that The Gates, currently under development, had met the requirements of the current ordinance. That project would be in competition with the upcoming development in

Wilksmoor, and if Council lowered the amount, the Wilksmoor projects would be given an unfair advantage. Imker felt the 110% amount had been developed for a good reason, noting that if infrastructure failed, it affected all of it. Replacement two years after the fact would probably equal 110% of the original cost. He saw no reason to change the current amount.

King disagreed, saying a developer putting in a subdivision would stand by the product two years later. He suggested setting the amount at or slightly higher than the average for the area.

Ernst said he understood Imker's position, but felt developers who did this for a living would not walk away from a problem and risk ruining their reputation. He said he could go along with a lower rate.

King added that the City vetted its projects and did not have fly-by-night developers. Ernst agreed, noting that Wieland, who was developing a large portion of the Wilksmoor area, had built hundreds of homes in Peachtree City over decades and was still in business.

Fleisch pointed out that the developer of The Gates would also be working in Wilksmoor, so that would negate the unfair advantage Imker noted. She felt that the 100% amount put an onerous burden on the developer. She felt an amount between 25% and 50% was more reasonable. King asked if 30% was the right amount, and she said she was thinking more along the lines of 30%. Learnard asked if staff had a recommended amount.

Rorie said staff felt 50% for the maintenance bond was reasonable. There was no desire to change the performance bonds from 110% due to the additional requirements Peachtree City imposed for landscaping, path connections, and other items not required in other areas.

Learnard, King, Ernst and Fleisch indicated they were supportive of changing the maintenance bond requirement to 50% of the cost of construction. Pennington thanked Council for their input and estimated the ordinance would come back for consideration on the September 18 agenda.

Sidewalks

Rorie said the Land Development Ordinance imposed design and installation standards for access, right-of-way (ROW) width, design grade, and speeds for streets, but did not have any direction regarding sidewalks. The City neither required nor prohibited sidewalks in subdivisions; instead, a connection to the nearest path was required.

Rorie continued that sidewalks were required by the State to be installed in the upcoming neighborhoods in Wilksmoor as part of the Development of Regional Impact (DRI) review. Additional future developments might also want to install sidewalks due to their growing popularity.

The City currently owned and maintained approximately 43,200 linear feet of concrete sidewalks in the ROW of nine neighborhoods. Six additional neighborhoods owned and maintained their own sidewalks along with their streets. Once sidewalks were installed in City-owned ROW, the City inherited the responsibility for the maintenance and repair, along with the liability for failure to do so.

Previous discussions with Council suggested the City did not want to prohibit sidewalks, but did not want to be responsible for maintaining and additional sidewalks that were put in neighborhoods.

Staff had researched sidewalk ordinances from other jurisdictions and had reviewed a 2012 Georgia Tech case study, "The Costs of Owning and Maintaining Sidewalks: A Strategy for the City of Atlanta." The key issues for consideration in developing an ordinance included the liability, the costs of repairing damaged or failing sidewalks due to improper installation, ground settlement, etc., design standards and compliance with the Americans with Disabilities Act (ADA), the timing of installation of sidewalks in developing neighborhoods, and the ultimate inspection and enforcement of the City's requirements.

Rorie then gave an example of sidewalk liability, noting the 2011 case of Hancock v. the City of Atlanta, as reported in the Georgia Tech study. In that case, the City of Atlanta had been notified of loose concrete in a sidewalk in its ROW but neglected to make the repair that would have cost roughly $450. A Fulton County Jury had awarded $1.1 million in damages to the plaintiff.

Rorie continued that it cost the City approximately $27.50 per linear foot to repair sidewalks, putting the combined repair and maintenance liability for the existing 43,000 linear feet at $1.185 million.

Imker asked if a developer could install sidewalks and expect the City to maintain them. Pennington indicated that was basically the current process because, once the sidewalks were in the City-owned ROW, they became the City's responsibility. City Engineer David Borkowski noted that the preliminary and final plats that went to the Planning Commission showed whether sidewalks would be installed.

King asked about enforcement and Code Enforcement monitored sidewalks that were the responsibility of the Homeowner Associations (HOA).

Fleisch asked if current sidewalks had not been built well. Rorie said he was not saying that, but there had been settling in some areas that required repairs.

Imker asked if the Planning Commission was ultimately committing the City to maintenance costs, either inadvertently or not.

City Planner David Rast said the City Attorney might need to provide a more detailed answer to that question. Council authorized the Planning Commission to review and approve various site plans and subdivision plats, some of which included sidewalks. The existing subdivisions with sidewalks had all been reviewed and approved by the Planning Commission, and the plats included language about the City assuming maintenance. Some jurisdictions took final plats to Council for acceptance, but Peachtree City had never done that.

Moving forward, Rorie said the City should develop a more comprehensive ordinance if sidewalks were to continue being built. This should include requiring an encroachment permit and maintenance bond for sidewalks and establishing design guidelines to meet or exceed ADA standards, along with those adopted by the American Association of State Highway and Transportation Officials and the Georgia Department of Transportation (DOT). Then an inspection process would be required to ensure compliance.

Ernst asked Rorie to expand on Wilksmoor's requirement to have sidewalks. Rorie and Rast explained that, due to the size of the total project, a DRI had been required to be submitted for review by several agencies, including the Georgia Regional Transportation Authority, the Atlanta Regional Commission, and the Governor's Office. After the review, the State issued a Notice of Intent (NOI) identifying specifying requirements to minimize a project's impact on the surrounding areas. A City had to ensure those requirements were met to be eligible for State funds for future improvements. This was all done in 2007.

The City could also require that sidewalks be installed in the ROW with a permanent easement, or allow installation outside the ROW. Rast showed slides of several neighborhoods with sidewalks, noting there was a two-foot strip of grass from the back of curb, the four-foot wide sidewalk, and approximately six additional feet of ROW for utilities. There was approximately 12 feet of City-owned ROW from the back of the curb on most residential lots in the city. In some neighborhoods, based on the distance the homes were set back from the ROW, there might still be room for a sidewalk. However, in others, homes were set much closer to the street, meaning installing a sidewalk outside the ROW would be impossible.

Rorie said another component for consideration was the neighborhood trees installed along the roadway. Roots could damage both home foundations and sidewalks, so the design guidelines should address how close a tree could be to the sidewalk or impose a requirement for root barriers.

Rorie then reviewed some sample language on design guidelines and inspection and enforcement, asking for Council direction. He noted that, even if the City put the maintenance responsibility on the HOA, some liability still remained due to the location of the sidewalk in City-owned ROW. If the HOA or adjacent property owner did not make the necessary repairs, the City would ultimately have to make the repairs and try to recoup the costs via a lien on the adjacent property. In those cases, reimbursement could not be collected until the property sold.

Fleisch expressed concern about possible confusion between paths and sidewalks from a user standpoint, noting that the wider concreate paths on Highway 54 West allowed golf carts, but those on Highway 74 South did not. She asked if it made sense to amend the golf cart ordinance as well. Pennington noted that was already being reviewed due to the changes in State Law regarding golf carts, and staff would look at that element.

Finally, Rorie noted that staff had originally proposed requiring developers to complete the installation of subdivision sidewalks all at once. However, that would be impractical.

Rorie said staff would be bringing back an ordinance for Council approval incorporating the concepts covered. Imker asked staff to make sure the Planning Commission was aware of the new requirements. Fleisch and Ernst were supportive of the elements proposed, and the majority of Council appeared to endorse the direction staff was heading with the ordinance.

Highway 74 Repaving Update

Borkowski advised Council that the DOT would begin repaving Highway 74 North the following week and would impact traffic during the 45 day project.

There being no further issues to discuss, the meeting adjourned at 8:15 p.m.

Betsy Tyler, City Clerk

Vanessa Fleisch, Mayor

City Council of Peachtree City
Meeting Minutes
September 4, 2014
7:00 p.m.

The Mayor and Council of Peachtree City met on Thursday, September 4, 2014, at City Hall. Mayor Vanessa Fleisch called the meeting to order at 7:00 p.m. Other Council Members attending: Terry Ernst, Eric Imker, Mike King, and Kim Learnard.

Announcements, Awards, Special Recognition

Mayor Fleisch proclaimed September 16 as American Legion Day in Peachtree City. Representatives from Peachtree City Post 50 and Fayette County Post 105 accepted the proclamation.

Public Comment

Ted Masters addressed Council about the additional traffic that would be on Kedron Drive after MacDuff Parkway was extended. He also had concerns about the improvements that would be needed at the SR 54/MacDuff Parkway intersection, asking whether the City or the developer would pay for those. In addition, he asked Council what would happen to the area and the road if one of the developers pulled out. Sound barriers and whether they had been addressed was another concern. Masters said the project seem to be moving fast now.

10-minute Talk

Judge Jason Thompson and McIntosh Senior Jason Floyd – Internship opportunities

State Court Judge Jason Thompson said his office had internships available in the summer for college and law school students. Opportunities were also available for high school students during the school year. He needed help getting the word out. Students interested in studying law were encouraged to apply by contacting his office. Floyd said his internship had been a helpful experience since he had always wanted to be a lawyer, but never had the chance to see what happened in a court room. He had not been bored.

Minutes

August 14, 2014, Special Called Meeting – Millage Rate Public Hearing
August 21, 2014, Special Called Meeting – Millage Rate Public Hearing, 7:30 a.m.
August 21, 2014, Special Called Meeting – 6:00 p.m.

Learnard moved to approve the August 14, 2014, special called meeting – millage rate public hearing; August 21, 2014, special called meeting – millage rate public hearing, 7:30 a.m., minutes; and the August 21, 2014, special called meeting – 6:00 p.m. minutes as written. Ernst seconded. Motion carried unanimously.

Consent Agenda

1. **Consider Renewal of Pond & Company as Transportation/Engineering Consultant**
2. **Consider Support for Fayette County Hazard Mitigation Plan Update**
3. **Consider Budget Amendment – FY 2014 PIP Fund**

Ernst moved to approve Consent Agenda items 1, 2, and 3. King seconded. Motion carried unanimously.

Old Agenda Items

08-14-01 Consider Text Amendments for Brent West Village Documents

Senior Zoning Administrator David Rast addressed Council. He noted that staff had provided Council with a memo on the three items discussed at the August 21 Council meeting that were considered as major text amendments. Council had also been provided with a redlined copy of the ordinance with the proposed language. The applicant had provided additional information, which had been sent to Council the day prior to the meeting. It appeared that the only item to be discussed would be to address the number of Certificates of Occupancy (COs). The applicant had agreed to the language staff had proposed, which was to reduce the number of COs from 200 to 100. Rast said there had been a slight modification in the wording for the front building setback. The minimum front building setback would be 10 feet from the property line and the garage would be no less than 20 feet from the edge of sidewalk. The applicant was Kolter Homes, and their representative was Brian Rochester of Rochester & Associates.

Learnard asked for a short list of the items that needed discussion. Rast said the first item regarded the number of COs that would be issued prior to the completion of MacDuff Parkway. The second was whether Kolter Homes would be allowed to augment the greenbelt and buffer adjacent to MacDuff Parkway. The Planning Commission had not recommended approval of this change. Staff agreed with the applicant's request, but Rast noted it should be done through the submittal of a landscape plan. The third item was moving the future fire station away from the entrance to the subdivision. A site had not been identified, but the language indicated that, if a suitable location was to be provided to the City at no cost, then Council would consider relocating the station at that time.

Ernst clarified that Kolter had asked for 200 COs, but had reduced the number to 100. City Attorney Ted Meeker confirmed this and said the ordinance had been revised to reflect this.

There was a brief discussion regarding approving all the amendments in one motion or having a motion for each one of the three remaining text amendments. Meeker suggested that Council discuss any other changes they had to the ordinance, then combine everything into one motion.

Learnard said she had no issues with the berms and plantings in the greenbelt. She did have issues with the relocation of the fire station, saying the language was not definitive. The recommended language for Section 1013A.4(g)21 read as:

Should a suitable tract of land be made available to the city at no cost, the city will consider relating the proposed fire station site such that it will not be located within 1,000 LF of the main entrance into the subdivision. In this case, "suitable" shall mean a site that meets the needs of the fire and emergency services; a site that will not create additional gaps in coverage or service areas; a site that has access to adjoining roadways; a site with readily available utilities; and a site with no significant grading and/or fill issues, environmental impacts or other design issues.

Meeker said the language gave the City the option to relocate the fire station at its discretion. The City was not committed to moving the station. Learnard asked Rochester if Kolter would still move forward with the project if another site was not found.

Rochester said Kolter was fine with everything in the staff memo dated August 29, 2014, with two exceptions. They would work with staff to find a suitable location for the fire station, giving the City the ability to put it in the best place for the City. If the current location turned out to be the best, they understood it could end up where it was currently proposed. Meeker added that, from an operations standpoint, there would not be a negative impact on the provision of services because of the relocation.

Rochester said there was also one minor change in the clarification concerning the front building setback that was submitted the day prior to the meeting [Section 1013A.4(f)5]. The proposed language would establish the front building setback at 10 feet from the property line, with the garage to be no less than 20 feet from the edge of the sidewalk.

Rochester continued that King had asked if the developer was willing to commit to opening the road in 17 months. They were committed to building the road. Kolter's problem was the elements that were outside of their control, which was the permitting, especially through the railroad. He asked the City to consider issuing up to 100 COs prior to the completion of the road. In exchange, Kolter and Brent Scarbrough, who would build the road, would commit to 14 months for the road construction after issuance of all the permits. They were confident that could be done within 14 months, barring any problems with weather. If it was not done within that time, Kolter would put up a bond to cover the rest of the construction and could not get the 101st CO until it was done. There would not be a profit for them from 100 lots. The initial investment would be massive.

Fleisch asked if there was an at-grade crossing at the former Comcast site. Rochester said he was not aware of anything other than the section that would be built from where Kedron Drive currently stopped to tie into Senoia Road.

Learnard asked who would build the road. Rochester said Brent Scarbrough & Company would build the road according to the current considerations. Kolter would fund its share of the road, and John Wieland Homes would fund the balance. Scarbrough was part of the commitment to complete the road in 14 months. Rochester added the road had been previously permitted and some clearing had been done prior to the downturn of the economy. The plans were done, but needed to be updated. Some changes in regulations had to be addressed.

Learnard clarified that the developer would be ready to go as soon as possible. Rochester said yes, but there was some pending litigation on a sliver of property owned by the City that was located between the end of Kedron Drive and Senoia Road. There was some pending litigation on that property. It was currently owned by the City. The LUR-14 ordinance said, if this property was tied up in litigation, they would not be able to get the permit. It would be a City issue to build that portion of the road, and the 100 CO limit would go away upon completion of access to Senoia Road. He and Meeker had been meeting to try to resolve this issue.

Fleisch asked about the connection at Kedron Drive and SR 74, and any improvements that would be needed. Rast said the improvements were the responsibility of the developers, and they were identified in the Notice of Intent that came from the Development of Regional Impact (DRI) application approved by the Georgia Regional Transportation Authority (GRTA).

Imker moved to adopt the text amendments to the LUR-14 zoning ordinance as identified in staff's position paper (dated August 20, 2014) to include replacing the language in Section 1013A.4(f)5 as proposed by the Applicant in their memo "Proposed Changes to August 29, 2014, Memorandum," subject to later action on Section 1013A.4(g)21. Learnard seconded. Motion carried unanimously.

King moved to approve Section 1013A.4(g)1 (related to certificates of occupancy) as proposed by the Applicant in their memo "Proposed Changes to August 29, 2014, Memorandum" as it applied to the LUR-14 zoning ordinance. Ernst seconded. Motion carried 3-2 (Imker, Learnard).

New Agenda Items

09-14-01 Consider Approval of FY2015 CVB Budget

Byron Perryman, chairman of the Convention & Visitors Bureau (CVB) asked Council to consider approving the FY 2015 budget. The CVB Board of Directors unanimously approved the budget on August 20. He pointed out the City's hotels were still in rebound mode from the 2008 slump, but there had been indicators of life. The City had seven hotels with a total of 837 rooms. An estimated $12 million had been spent on renovating 35% of the guest rooms and public areas in the hotels. Occupancy had grown 14.9% year over year. The average daily rate (ADR) had grown by 4.2%. Revenue per available room *(RevPAR)* had grown 19.7%, placing the City second to only to I-85 Northeast in the 12 markets in greater Atlanta. There was still some distance to go with the ADR, but the CVB felt the right thing was being done in the City. Money had been invested, and owners believed in the hotels. The Cancer Treatment Centers of America in Newnan had boosted business by 10,000 room nights a year, and Pinewood Studios should boost the number by 12,000 room nights by the end of this year.

Nancy Price, executive director of the CVB, said this was an exciting week, adding the activities for the Diva Half-Marathon had begun. The highlights of the last year were reviewed:

- Produced virtual golf cart tour of Peachtree City;
- Created new responsive web site for visitpeachtreecity.com:
    - Launched on March 12 with an average of 137 visitors per day. Compared to the old site, the visitor rate increased by 72% (compared to the month before)
    - Compared to last year same period the unique visitor rate went up 43% [unique visitors: 3,387 (2013) to 4840 (2014)];
- Hosted travel writers Familiarization (FAM) Trip – 12 "A" List writers from across the country;
- Hosted an informational meeting with local restaurants to engage in tournament and group marketing;
- Increased social media to include Pinterest and blogging
    - Facebook "likes" increased to 3,060 and tweets and followers are up to 1507;
- Expanded hours at the Visitors Center to include weekends [2,457 visitors Year To Date (YTD)];
- Recruited Divas Half Marathon and 5K for September 6 (estimated 15,000 people over three days). Runners from all 50 states are expected plus three foreign countries and over 75% will be driving in(more than 1.5 hours)or flying in;
- Recruited Powerman Duathalon – November 8;
- Partnered with the Recreation Department to help produce 4th Fest;
- Continued partnership with Rotary on Dragon Boats and International Festival;
- Geo-Caching efforts expanded to become a certified Geocaching Tour ;
- Revised film tour to include current film sites and information on Pinewood Studios and expand Walking Dead portion of the tour;
- Hired full time group sales coordinator;
- Implemented sports grant; and
- Completed application for Gold Certification from Georgia Association of Convention & Visitors Bureaus (GACVB).

Business Manager Mary Camburn presented the budget, noting the CVB expected to receive $690,997 in hotel/motel tax funds, $5,000 for the Southern Hollywood Film Tour fees, $2,500 from International Festival fees, and $13,500 from merchandise sales for a total of $691,997. Expenses for sales, marketing, and promotion totaled $437,839 for professional services, advertising and marketing, tourism events, printing/binding, postage, operating/promotional supplies, dues and fees, professional development, trade shows, and contingency. Administrative & General

Operations totaled $47,797, and included audit services, legal services, equipment rental, repairs and maintenance building, repairs and maintenance vehicles, liability insurance, communications, miscellaneous expenses, office supplies, computer supplies, cost of inventory sold, gasoline, and travel. A surplus of $52,474 was expected that would carry over to next year. The majority would be used for contingency, which they had devoted to grants for tourism facilities next year.

King moved to approve the CVB budget as presented. Learnard seconded. Motion carried unanimously.

09-14-02 Consider Approval of Revised FY2015 Budget
Fleisch said she would take public comment after the presentation.

Financial Services Director Paul Salvatore said this would actually be a ratification of the budget approved at the August 21 Council meeting. The proposed millage rate increase had not passed, and there had been a series of subsequent motions made to offset the lower revenue figure. Some of the motions needed clarification. Salvatore noted Ernst had found a discrepancy in Attachment A regarding the purchase of police vehicles, and the verbiage had been corrected. For the nine police vehicles, the amount had been corrected to reflect the purchase of only four vehicles, although the description still said nine vehicles. Unless there were any questions or discussion, Salvatore asked Council to accept the revised summary schedule and the FY 2015 budget.

Fleisch asked if there were any comments.

Ron Mundy, a City employee, said he had questions concerning the pending pay study and classification, and the money set aside in the budget. He was a member of the selection committee for the company that did the study. Although the results were not back, Council was going into a budget with numbers that were arbitrarily selected. The City might be hamstringing itself with the unknown numbers. Staff had originally set aside 3%, which Council had reduced even more. Staff put in a tremendous amount of work to come up with a reasonable amount that was being arbitrarily disregarded.

King said they did not know what the consultants would say, but Council had done what they felt had to do. It did not mean there would not be a budget amendment in six months. He had no idea what the consultants would say.

Learnard said there were required budget deadlines that had to be met, and Council would have the opportunity to adjust things later. Unfortunately, the timing was not what anyone wanted.

Ernst said he supported the 3% that had been set aside or more. Council could still make budget adjustments later on to change the salaries. This was not a dead issue.

Shayne Robinson said she was really disappointed with how Council had handled the budget at the August 21 meeting, saying she had thought developing the budget was a process through which Council guided staff. Instead, this year, Council apparently created its own budget and then passed it. She thanked City Manager Jim Pennington, Salvatore, and Community Services/Public Services Director Jon Rorie for their work putting the budget together, saying she was sorry it did not pass and apologizing for the additional hours they had to spend after the changes Council made. She appreciated the work they did for the City.

Imker moved to approve the revised FY 2015 budget as presented. Learnard seconded. Motion carried unanimously.

09-14-03 Consider/Discuss Amendment to Golf Cart Ordinance (Registration Fees)
Imker said he wanted to increase the $12 fee to a $15 fee to be effective January 2016, but he did not see any language to change the ordinance. It should also include the prorated terminology.

Pennington said he and Public Information Officer/City Clerk Betsy Tyler had talked, and they were not sure they were ready for an amendment at this time. They had to figure out the prorating of the fees and how that would affect the budget and staffing. It had not been done before.

Learnard moved to continue the agenda item. Ernst seconded. Motion carried unanimously.

09-14-04 Consider Amendment to Fund Reserve Policy – Increase from 20% to 25%
Imker said, as discussed at the last meeting, the advantage to amending the policy was to ensure the AAA bond rating.

Imker moved to change the fund reserve policy from 20% to 25%. King seconded. Motion carried 3-2 (Ernst, Fleisch).

09-14-05 Consider/Discuss Amendment to Personnel Policy – Salary and Classification Study Frequency
Imker said he suggested changing the frequency of the study from "every five years" to "as directed by Council." The City had gone more than 10 years since the last study. When he realized the expense of the study, Imker said he would not have voted to have the study done. He would not support a study being done automatically, but at the discretion of Council.

Pennington said he and Human Resources and Risk Management Director Ellece Brown were already working on five or six Personnel Policy amendments that were needed. This amendment should be included and presented at that time. Meeker said it would be better to wait so Council would have the actual verbiage in front of them.

Imker moved to continue item 09-14-05. King seconded. Motion carried unanimously.

09-14-06 Consider/Discuss Ordinance Amendment and Policy Change – City Manager Approval of Budgeted Items (change from $40,000 to $25,000 limit)
Imker asked the other Council Members if they supported this item. Ernst and Learnard said they did not support it.

No action was taken.

<u>Council/Staff Topics</u>
Pennington said he would e-mail Council the next day regarding an update on all the development projects that were underway. He would also send the list to the press.

<u>Executive Session</u>
Learnard moved to convene in executive session for pending or threatened litigation at 8:03 p.m. Ernst seconded. Motion carried unanimously.

Imker moved to reconvene in regular session at 8:12 p.m. King seconded. Motion carried unanimously.

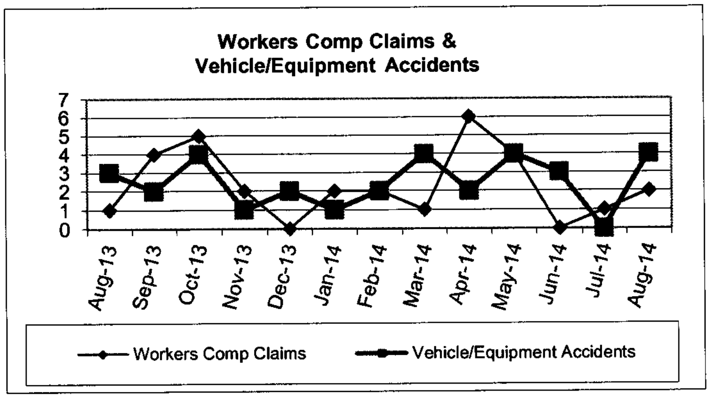
There being no further business, Learnard moved to adjourn the meeting. Ernst seconded. Motion carried unanimously. The meeting adjourned at 8:14 p.m.

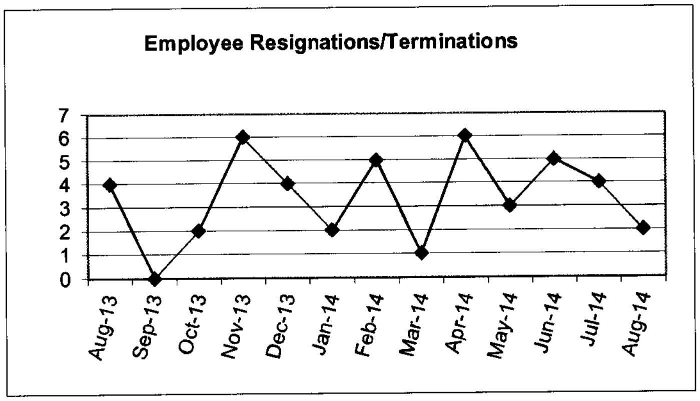
Pamela Dufresne, Deputy City Clerk

Vanessa Fleisch, Mayor

Administrative Services
Monthly Report

Human Resources & Risk Management



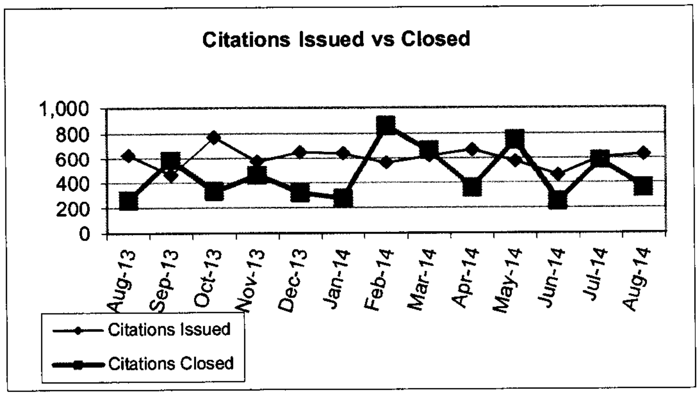


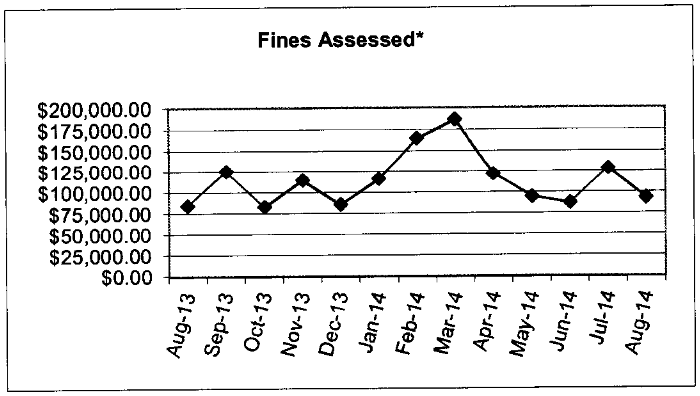
Turnover Rate (Annual)

FY 2014 (YTD)	FY 2013
13.11%	7.67%

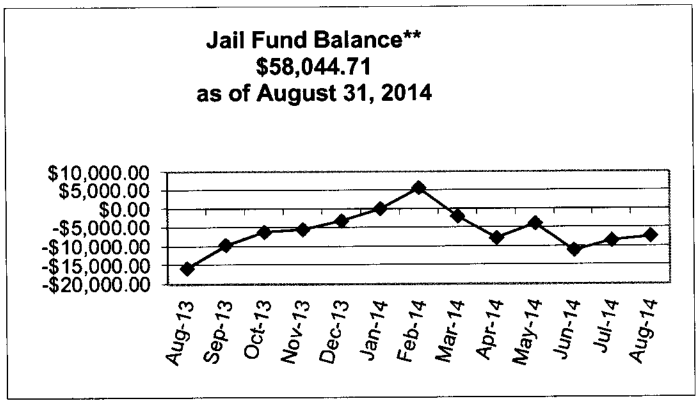
NOTES: FY 2014 figures include 5 retirements; data does not include RIFs or seasonal positions.

Municipal Court





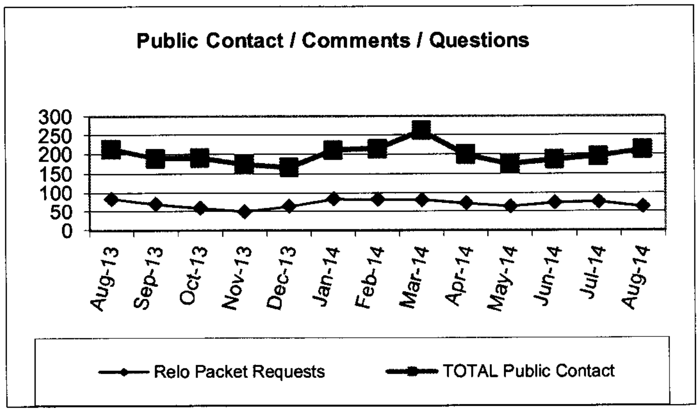
* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines & Forfeitures"

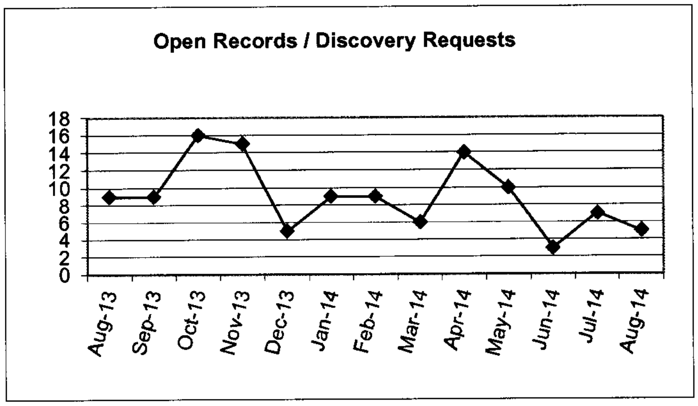


** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

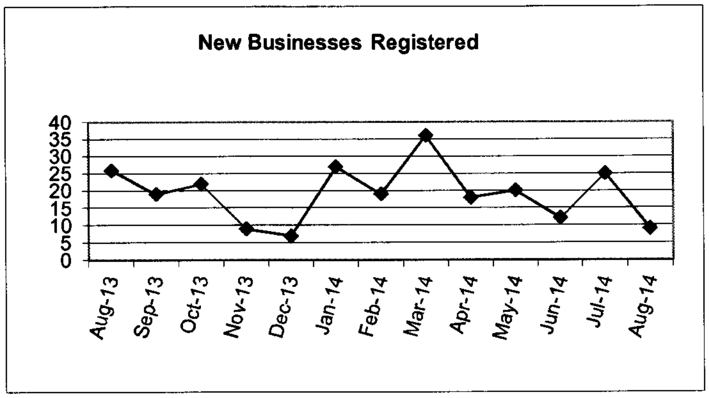
Administrative Services
Monthly Report

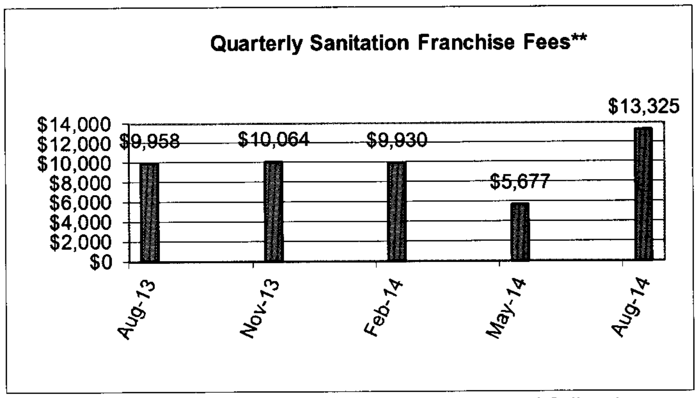
Public Information



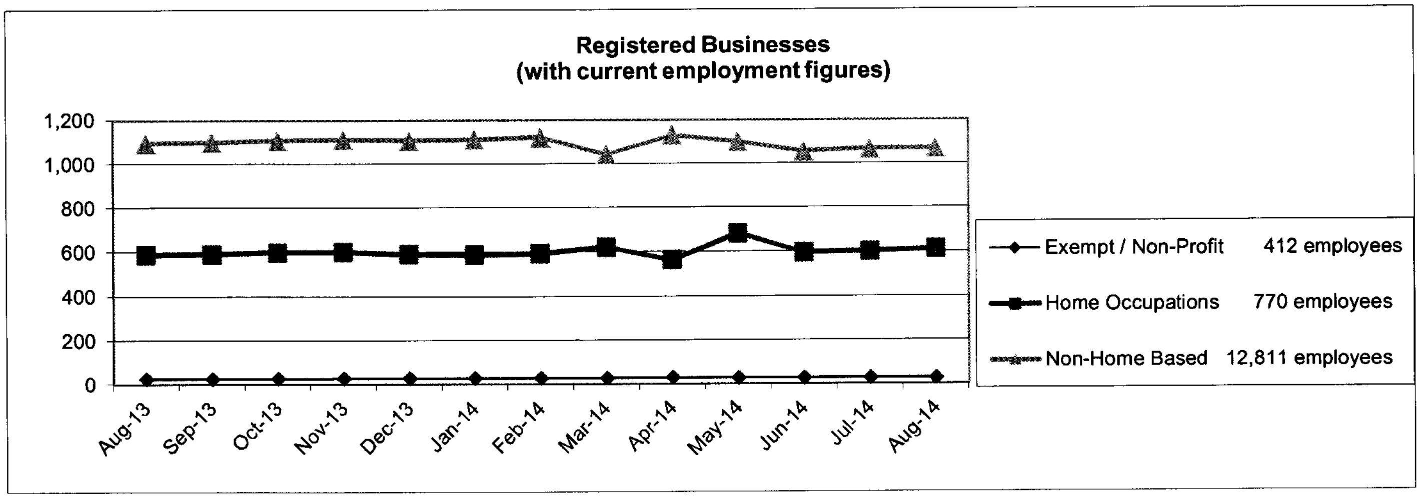


City Clerk





***Republic 1st & 2nd Q payments adjusted following staffing changes.*



Note: Exempt/Non-Profit is either Home Based or Non-Home Based. June finalizes the annual registration and elimination of closed businesses for previous year. New businesses are added as they register.

Top 10 Employers by # of employees: Cooper Lighting, NCR, Panasonic, Hoshizaki, Alenco, Wal-Mart, Southland Nursing Home, Avery Dennison, Comcast, Kroger (Kedron)

City Council Monthy Report

DEPARTMENT: PLANNING & ZONING
SUPERVISOR: DAVID RAST
FISCAL YEAR: 2014
CREATOR: KATHY GRAY

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	COMPARISON CHART YTD FY 2014	YTD of FY 2013	YTD of FY 2012
BUILDING DEPARTMENT															
RESIDENTIAL BUILDING PERMITS															
Single Family Units:	1	2	3	1	2	1	1	1	0	3	13		28	25	17
Single Family C.O.'s	2	6	2	0	1	0	1	0	3	1	2		18	28	20
Multi Family Units:	0	0	0	0	0	0	0	0	0	0	0		0	0	0
Multi Family C.O.'s	0	0	96	0	0	0	0	0	0	0	0		96	0	0
Miscellaneous*:	16	25	27	15	21	33	41	97	98	70	89		532	310	289
INSPECTIONS:	245	188	123	191	122	110	245	233	213	230	211		2,111	2,074	1,637
NON-RESIDENTIAL BUILDING PERMITS															
New Construction:	1	0	0	1	0	1	0	0	0	0	0		3	6	4
Non-Residenital C.O.'s	5	3	4	3	3	3	5	9	11	8	1		55	43	47
Expansion\Renovation\Tenant Finish:	9	6	7	3	9	3	5	10	8	5	9		74	73	44
Miscellaneous*:	1	2	1	2	3	1	0	4	1	13	6		34	23	99
INSPECTIONS:	123	96	131	60	73	85	90	93	80	91	53		975	1,128	755
DEVELOPMENT PERMITS	3	4	3	2	3	2	0	2	2	7	11		39	31	12
POPULATION ESTIMATE^	34,503	34,516	34,723	34,723	34,726	34,726	34,729	34,729	**34,735**	34,737	37,741		34,741	34,444	34,403
BUILDING PERMIT FEES	$40,298	$24,693	$19,477	$64,619	$28,419	$60,992	$24,307	$25,035	$41,171	$42,196	$58,854		$430,061	$427,225	295,847
PLANNING DEPARTMENT															
Tree Removal Permits:	69	40	38	50	59	31	30	45	97	80			539	805	554
Sign Permits:	$200	$400	$200	$400	$600	$600	$200	$400	$500	$800	$355		$4,655	$4,130	$4,420
Banner/ Special Event Permits:	$215	$195	$60	$260	$130	$100	$170	$85	$100	$140	$25		$1,480	$1,710	$2,810
New Construction Plan Reviews:	$1,830	$1,200	$300	$1,168	$901	$300	$300	$998	$300	$2,690	$6,744		$16,731	$14,367	$5,675
Other Plan Reviews\Permits±:	$1,100	$525	$275	$7,987	$605	$0	$728	$600	$1,801	$352	$875		$14,848	$8,301	$12,190
Misc permit fees	$120	$161	$5	$53	$250	$45	$150	$3	$2	$31	$150		$970	$2,948	$6,162
Fire Department Permit Fees:	$885	$1,538	$650	$2,567	$1,976	$1,000	$858	$3,377	$1,108	$1,105	$900		$15,964	$15,273	$10,364
TOTAL PLAN REVIEW FEES	$4,350	$4,019	$1,490	$12,435	$4,462	$2,045	$2,406	$5,463	$3,811	$5,118	$9,049	$0	$54,648	$46,729	$41,621
TOTAL FEES COLLECTED	$44,648	$28,712	$20,967	$77,054	$32,881	$63,037	$26,713	$30,498	$44,982	$47,314	$67,903	$0	$484,709	$473,954	$337,468

* Miscellaneous permits are: Fences, Pools, Additions/Renovations, Reroofings, etc

^ Based on 2.09 people per residenital CO

± Other plan reviews: Soil Erosion permits, Land Disturbance Fee, Site Plan & Final Site Plan reviews

FY2014 MONTHLY REPORT
LIBRARY

ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	FY2014 YEAR-TO-DATE	FY2013 YEAR-TO-DATE
Items - Acquired	Num.	681	691	386	690	360	353	358	423	571	353	423		5,289	4,223
Items - Circulated	Num.	34,325	31,613	28,205	29,051	31,057	32,478	31,915	33,804	40,635	39,063	33,179		365,325	393,507
Items - Loaned to Other Libraries	Num.	1,276	949	1,140	1,007	990	1,131	1,103	1,110	1,217	1,355	1,262		12,540	12,855
Items - Borrowed From Other Libraries	Num.	2,027	1,587	1,652	1,739	2,008	1,963	1,660	1,763	1,961	1,974	1,844		20,178	22,371
Class Visits	Num.	1	0	0	3	0	4	1	1	0	0	0		10	15
Group Meetings	Num.	42	35	25	27	23	28	30	33	24	21	22		310	312
Monthly Traffic	Num.	19,713	16,249	13,928	14,088	15,512	17,865	17,174	17,909	23,020	22,917	17,929		196,304	241,116
Children's Programs	Num.	26	20	15	15	19	23	16	17	37	27	12		227	219
Number of Participants	Num.	1,014	427	365	346	416	537	374	463	1,999	1,229	351		7,521	7,753
Adult Programs	Num.	3	7	0	1	3	3	9	3	6	6	4		45	41
Number of Participants	Num.	54	95	0	60	24	49	131	52	341	361	169		1,336	1,385
Revenue from Overdue Books	Dls.	4,489	3,664	3,655	2,759	4,399	4,970	4,008	4,082	4,690	4,351	4,565		45,632	52,350
Revenue from Copies Made	Dls.	553	350	412	362	505	661	613	508	558	396	690		5,608	5,722
Reference Assistance	Num.	1,397	1,320	1,045	954	730	1,519	1,321	1,575	2,132	1,847	1,069		14,909	13,729
Exams Proctored	Num.	37	23	33	8	27	23	40	27	19	42	20		299	N/A
Revenue from Proctoring	Dls.	570	400	590	110	340	320	560	380	290	560	290		4,410	N/A
Internet Usage	Num.	2,253	1,828	1,707	1,643	1,749	1,698	1,987	1,959	1,939	2,010	1,759		20,532	21,442
Volunteers	Num.	47	37	38	39	37	31	40	35	42	41	42		429	385
Number of Hours Worked	Num.	364	234	271	266	168	151	225	193	298	338	322		2,830	3,427
eBook/Audio Downloads	Num.	1,360	1,308	1,255	1,263	1,291	1,377	1,293	1,356	1,425	1,512	1,365		14,805	11,594

Notes: Subscription ot Zinio will be added in October/November, which will allow patrons to read magazines from their wireless devices or home computers. Request for MRR Technology Grant has been submitted. Staff will begin process of updating Library Master Plan later this month. Fabric has been ordered for the reupholstering of select furniture, with actual work taking place in early October.

PEACHTREE CITY POLICE DEPARTMENT
2014 MONTHLY REPORT

	JULY 2014	AUGUST 2014	2014 Calendar Year to Date	2013 Calendar Year to Date

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary

	JULY 2014	AUGUST 2014	2014 Calendar Year to Date	2013 Calendar Year to Date
TOTAL PART I CRIMES	**69**	**39**	**331**	**302**
DUI ARRESTS	10	9	76	99

DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

	JULY 2014	AUGUST 2014	2014 Calendar Year to Date	2013 Calendar Year to Date
TOTAL DRUG ARRESTS:	9	7	61	68
OTHER ARRESTS				
PROPERTY CRIMES	14	8	136	128
PERSON CRIMES	11	7	56	76
TRAFFIC OFFENSES	21	13	129	155
OTHER	35	26	253	250
CALLS ANSWERED:	4,185	4,910	32,731	31,991
TRAFFIC:				
CITATIONS ISSUED	545	689	4,609	5,083
CITY ORDINANCES	48	50	329	349
WARNINGS	673	796	5,710	5,397
ACCIDENTS	104	105	762	719

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)
Term of Appointment

August-14
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Byron Perryman **Chairman, Hotel/Motel** *01/01/14-12/31/15*	10	10	9	1	11/20/2013	**90%**
Shayne Robinson **Vice Chair, Recreation & Special Events** *Until no longer Recreation & Special Events Chairperson*	10	10	9	1	3/19/2014	**90%**
Sherri Smith Brown **Business Owner/Media** *01/01/14-12/31/15*	10	10	10	0		**100%**
Andy Dunn **Recreation Venue** *1/1/2013 - 12/13/14*	10	10	5	5	9/18/2013 11/20/2013 01/22/2014 06/18/2014 08/20/2014	**50%**
Mike King City Council *01/01/14-12/31/14*	10	7	6	1	2/26/2014	**86%**
Hope Macaluso **Airport Authority** *01/01/14-12/31/15*	10	5	5	0		**100%**
Rick Barnes **Secretary/Treasurer** **Retail** *01/01/14-12/31/15*	10	10	9	1	7/16/2014	**90%**
Wende Blumberg **Alternate Hotel/Motel** *01/01/14-12/31/15*	10	7	4	3	2/26/2014 3/19/2014 4/16/2014	**57%**

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term
Term of Appointment

August 2014
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner Vice Chairman *10/07/10 - 09/30/16*	15	15	14	1	3/10/2014	**93%**
Aaron Daily *10/10/11 - 09/30/14*	15	15	12	3	4/14/2014 6/9/2014 8/11/2014	**80%**
Frank Destadio, Chairman *04/21/11 - 09/30/15*	15	15	14	1	6/9/2014	**93%**
Robert Napoli *10/01/12 - 09/30/15*	15	15	13	2	10/14/2013 07/21/2014	**87%**
Lynda Wojcik *02/23/09 - 09/30/16*	15	15	15	0		**100%**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**Jim Pennington, City Manager** **Paul Salvatore, Financial Services Director** PS. **Kelly Bush, Assistant Financial Director** **Angela Egan, Purchasing Agent**
FROM:	**William McCollom, Chief of Police**
DATE:	**September 9, 2014**
SUBJECT:	**Acceptance of a grant from Clothes Less Traveled.** (City Council Meeting September 18, 2014)

Recommendation:

The Police Department is requesting to accept a donation from the Clothes Less Traveled Store, Peachtree City, in the amount of $4,100.00.

Discussion:

These funds are a result of a community based grant offered from the Clothes Less Traveled Store here in Peachtree City. The money is being donated to help fund the Peachtree City Community Emergency Response Team (CERT) for the upcoming budget year.

Under the guidelines for this donation, these funds may be expended for items such as medical supplies, promotional materials, training material, including general machinery/equipment maintenance and purchases. The Police Department has received previous grants from this organization in the past with very positive results. The Peachtree City C.E.R.T. program was established in 2005. As of the date of this request, we have trained over 980 adult and teens in disaster preparedness. If this grant is approved and received, we should be able to continue to provide this excellent level of training to over 1100 citizens by the end of 2015.

Budget Impact:

This grant will impact the Police Grants Fund by increasing both revenue and expenditures in the Grant Fund by $4,100.00. There are no matching funds required on behalf of the City.

WM/slp

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager

DATE: 9/12/2014

SUBJECT: Consider Appointment of WASA Board Members
Consent Agenda, September 18, 2014

Due to scheduling issues, interviews for the vacant positions on the WASA Board will be held on September 17, 2014. Recommendations for approval by Council will be on the dais for Thursday's meeting.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: Dr. James L. Pennington, City Manager
Joseph O'Conor, Fire Chief

FROM: Clint Murphy, Assistant Fire chief

DATE: September 9, 2014

SUBJECT: Right of Entry Agreement for Georgia Power Company
September 18, 2014 *City Council Agenda*

Recommendation:

The Fire Department requests the Mayor sign the attached Right of Entry Agreement for Georgia Power Company to use the baseball Soccer complex as a disaster staging area.

Discussion:

The agreement allows Georgia Power to stage emergency teams and supplies for power restoration in the area. This agreement is mutually beneficial to both the City of Peachtree City and Georgia Power Company as it allows for more timely power restoration in the area.

1. The Right of Entry herein granted is for the sole purpose of permitting GPC to use GRANTOR's property, in the event of a hurricane, ice storm, or similar disaster, as a staging area for electric power restoration efforts.

Budget Impact:

This agreement should have no budget impact.

CM/mrb

GEORGIA POWER
A SOUTHERN COMPANY

Customer Service Organization
"connecting with our customers"
Sales • Transmission • Distribution • Service

STATE OF GEORGIA
COUNTY OF FAYETTE

GRANTOR NAME & ADDRESS:
CITY OF PEACHTREE CITY
151 WILLIOWBEND ROAD
PEACHTREE CITY, GEORGIA 30269

RIGHT OF ENTRY

THIS AGREEMENT made and entered into this ______ day of ____________________, 20__, by and between the City of Peachtree City, hereinafter known as "GRANTOR" and GEORGIA POWER COMPANY, hereinafter known as "GPC".

WHEREAS, GRANTOR is aware that, in the event of a hurricane, ice storm or similar disaster, restoration of electric power is extraordinarily important for community recovery efforts.

WHEREAS, GRANTOR desires to assist community recovery in the event of a hurricane, ice storm or similar disaster, by providing a staging area for electric power restoration efforts.

NOW, THEREFORE, for and in consideration of the sum of Ten & NO/100 DOLLARS ($10.00) and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged. GRANTOR hereby grants to GPC the right to enter upon certain lands, situated in Fayette County, Georgia, more particularly described in Exhibit A attached hereto and incorporated herein by reference, for the purpose of using GRANTOR's property as a staging area for electric power restoration efforts.

This grant of right of entry is made expressly subject to the following terms and conditions:

1. The Right of Entry herein granted is for the sole purpose of permitting GPC to use GRANTOR's property, in the event of a hurricane, ice storm, or similar disaster, as a staging area for electric power restoration efforts.
2. The Right of Entry granted herein shall continue, once started, around the clock, to provide a logistical staging area accommodating up to two thousand emergency workers, their bivouac, and accompanying equipment, until such time as power is completely restored in the area.
3. If the nature of the disaster allows for advance notification, GPC shall give such notification to GRANTOR. During the use of the premises as a staging area for restoration efforts, GRANTOR may contact the GPC designated Staging Area Site Manager, who will be on site as a public interface for restoration efforts.
4. GRANTOR agrees that during the term of the right of entry, GPC will have exclusive use of that portion of the Premises being used for its staging area activities as well as reasonable ingress and egress on the remainder of the premises. The determination as to power being completely restored to the area shall be made by GPC.
5. GPC shall undertake all activities contemplated in this grant in a manner so as not to damage or unreasonably interfere with the operation of GRANTOR's facilities.

6. GPC agrees that immediately following the conclusion of its staging area activities GPC will, at its sole expense, place the lands disturbed by its staging area activities in a condition substantially the same as that condition which existed prior to such activities by removing all GPC equipment within 48 hours of concluding said staging area activities and making a good faith effort to restore the premises fully within 30 days of equipment removal.
7. In addition, GRANTOR will notify GPC either electronically or telephonically of the time when it anticipates that normal business operations will resume on its premises. Within 48 hours of the time that GPC receives such notice, GPC will commence equipment removal and/or restoration of GRANTOR'S premises. Should Grantor require less notice the GPC representative on site has the authority to renegotiate a mutually agreed upon time for the Grantor to regain control of the site.
8. In the event that GPC shall default in the performance of any of the terms and conditions contained in this grant and such default shall continue for thirty (30) days after written notice thereof has been given by GRANTOR to GPC then in such event, at GRANTOR's option GRANTOR may declare this Right of Entry revoked.
9. If due to unforeseen changed circumstances, the GRANTOR is unable to provide the facilities for GPC's use, the GRANTOR may terminate this grant upon written notice to GPC.
10. This grant constitutes the full and complete agreement between the parties hereto with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding shall be inadmissible to alter the terms of this grant. This grant may not be modified, rescinded, terminated, or amended, in whole or in part, except by the written consent of the parties hereto.
11. This grant shall be for a period of one (1) year from its execution; provided, however, that this grant shall automatically renew for five (5) additional terms of one (1) year each, beginning and ending on the anniversary date of this grant, unless either party has provided the other party written notice of its intention to not renew this grant, which notice must be given not less than ninety (90) days prior to the expiration of the then-current term of this grant.
12. This grant is made and delivered in the State of Georgia, and the parties hereto expressly agree that this grant is to be performed in the State of Georgia and that this grant shall be construed and enforced according to the laws of the State of Georgia.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

"GRANTOR"

Signed, sealed and delivered
this the _____ day of _______________,
20____ in the presence of:

By: ____________________________________

Name:

Title:

____
Witness

____
Notary Public

"GPC"
GEORGIA POWER COMPANY

Signed, sealed and delivered
this the _____ day of _______________,
20____ in the presence of:

By: ____________________________________
Name:
Title:

____
Witness

____
Notary Public

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

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

FROM: **Senior Planner**

DATE: **September 12, 2014**

SUBJECT: **Consider Amendment to Article VIII. Requirements for Streets and Other Rights-of-Way Related to Concrete Sidewalks**
September 18, 2014 City Council Agenda

Recommendation:
That Council adopt the ordinance pertaining to the design, installation and maintenance of concrete sidewalks as proposed by City Staff.

Discussion:
The attached ordinance has been modified based on the various items discussed with City Council at the July 17 meeting and the September 2 workshop.

The ordinance does not require sidewalks in new subdivisions, but identifies design, construction and bonding requirements as well as maintenance responsibilities should a developer choose to install sidewalks, and for those subdivisions that may want to install sidewalks after the subdivision is platted and/ or fully developed.

Budget Impact:
There are no budget impacts associated with this request.

Ordinance Number ______

AN ORDINANCE TO AMEND ARTICLE VIII, OF THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE, AS AMENDED, TO ESTABLISH DESIGN, INSTALLATION AND MAINTENANCE GUIDELINES FOR CONCRETE SIDEWALKS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

Section 1. Article VIII, Requirements for Streets and Other Rights-of-Way, be amended to add Section 806 as follows:

Section 806. Concrete sidewalk design standards.

This Section shall establish design, construction and maintenance requirements for new residential subdivisions with public streets that desire to include sidewalks. These requirements shall also apply to existing residential subdivisions with public streets platted without sidewalks that desire to add sidewalks.

Sidewalks installed prior to the date of adoption of this Section shall be considered legally non-conforming and are not subject to the provisions of this ordinance.

(a) Permitted uses within city-owned rights-of-way.

Landscaped areas within the city-owned rights-of-way may be used for the following public purposes so long as such uses are not in conflict with the provisions of these Regulations or any other applicable ordinance:

Permitted uses shall include, but are not limited to, the following:

(1) Concrete sidewalks for recreational purposes.
(2) Driveway aprons, pads and/ or driveways.
(3) Multi-use paths.
(4) Street lights.
(5) Traffic control signage.
(6) Public and private utility distribution systems.

(b) Construction plans required.

The location of all sidewalks, including curb ramps, pedestrian crossings and other accessible facilities, as well as all appropriate construction, pavement marking and signage details, shall be shown on the construction plans for the overall subdivision. These features shall be prepared in conformance with the specifications identified herein as well as the design and construction details kept on file with the City Engineer.

(c) *Design and construction standards.*

All new sidewalks shall be designed to meet or exceed the latest applicable standards for handicapped access established by The Americans with Disabilities Act (ADA), guidelines from the United States Access Board for Pedestrian Facilities in Public Rights of Way, A Policy on Geometric Design of Highways and Streets, and The Guide for Planning, Design and Operation of Pedestrian Facilities both published by the American Association of State Highway and Transportation Officials (AASHTO), and any other applicable federal, state, or local standards.

Sidewalks adjacent to corner lots, at all intersections, and those crossing internal streets shall be designed with curb ramps, detectable warnings, and appropriate pavement markings and signage as required by ADA and any other applicable federal, state, or local standards. Each of these elements, including sign type and location, shall be identified on the construction plans.

Concrete shall be no less than four (4) inches in thickness and shall be specified with a minimum compressive strength of 3,000 pounds per square inch at 28 days. The sidewalk shall be placed on a minimum of four (4) inches of properly compacted graded aggregate base placed to city specifications.

The construction of all new sidewalks shall comply with the latest applicable standard specifications of Peachtree City, the Georgia Department of Transportation, and the American Concrete Institute.

(d) *Encroachment and/ or Land Disturbance Permit required.*

It shall be unlawful for any person to lay, construct, or repair any sidewalk within the public rights-of-way without first securing an Encroachment and/ or Land Disturbance Permit from the City Engineer or his designee. Such permits shall comply with the requirements as identified herein.

(e) *Site preparation and inspection.*

An inspection shall be required for all new sidewalks. Permit and inspection fees shall be identified within the Schedule of Fees as adopted by City Council.

The City Engineer or his designee shall be provided no less than three (3) working days' notice prior to any material being placed in order that an inspection may be made of the compacted sub-grade, the forms, and the spacing of expansion and contraction joints. Excavation and grading shall be smooth and to the proper depth as specified herein.

All large stones, boulders, roots, vegetation and other debris shall be removed from the project area, and the sub-grade shall be fine-graded to conform to the profile and grade of the sidewalk when complete. Soft, spongy, or loamy areas within the project area shall be removed and replaced with suitable soils, and the project area shall be properly compacted prior to any concrete being poured.

(f) *Provision of grass strip.*

A minimum two (2) foot-wide grass strip shall be provided between the back of curb and the front edge of the sidewalk. In no case shall a sidewalk be constructed against the back of the curb without a grass strip.

Understory trees, shrubs, groundcover or vegetation other than grass shall not be located within said grass strip or within four (4) feet from the edge of the sidewalk. Canopy trees, as defined within the city's Landscape Ordinance, shall not be planted within eight (8) feet from the edge of a sidewalk and shall include an appropriate root barrier along the edge of the sidewalk for a distance of no less than twenty (20) feet. Root barrier product specifications and depth of installation must be approved by the City Engineer prior to installation.

It shall be the responsibility of the Homeowner's Association and/ or the property owner, occupants, or agents in charge of the adjoining property to maintain no less than an eight (8) foot clear zone above the sidewalk. This area shall be maintained free of vegetative or other obstructions by the owner, occupants, or agents in charge of the adjoining property.

(g) *Bonding required.*

The repair and replacement of sidewalks (as needed) shall be included within the Maintenance Bond submitted as a part of the platting process for the overall subdivision. Said bond shall guarantee the completed sidewalks against any defects or improper construction for a period of no less than two (2) years from the date of final plat approval.

(h) *Maintenance responsibilities.*

The Final Plat and Restrictive Deeds and Covenants shall be recorded for each new subdivision, or, if applicable, to existing developments specifically stating the repair and maintenance of all new sidewalks and landscape strips shall be the sole responsibility of the Homeowner's

Association and/ or the property owner, occupants, or agents in charge of the adjoining property.

Any property owners, occupants, or agents in charge of adjoining property and the Homeowners' Association, if applicable, shall be liable to the City for any claim or demand made upon the City which arises from a direct or indirect violation of this Section and shall hold the City harmless and indemnify the City for any such claim or demand. When the City Engineer or his designee determines there is a violation of this Section, he may cause a notice to be served upon the bonded contractor, property owners, occupants, homeowners association, or agents in charge of the property or landscape strip directing that repair or maintenance or removal of obstructions be made at the cost and expense of such owners, occupants, or agents in charge of the property. In the even such work is not done, the city may perform such work and the cost of such repairs and maintenance or removal of obstruction shall constitute a lien against such property and shall be foreclosed in the same manner provided by law for the foreclosure of municipal liens. This paragraph, or language similar to this paragraph and approved by the City Attorney, shall be included on any Final Plat and in the Restrictive Deeds and Covenants for the subdivision or development.

All sidewalks shall be kept clean from rocks and other obstructions and in a good state of repair by the owner, occupants, or agents in charge of the adjoining property. A sidewalk in good repair shall be free of cracks, floats, obstructions, depressions, and all other defects and shall have a uniform longitudinal and transverse gradient.

(i) *Duty to repair and replace.*

Upon detection of any defective or damaged sidewalk, the City Engineer or his designee shall cause a notice to be served upon the bonded contractor, property owner and/ or Homeowners' Association directing that repairs and/ or replacement be accomplished within a designated period of time. Failure to comply with the terms of this notice shall cause forfeiture of bond or a citation issued to the property owner and/ or Homeowners' Association.

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

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

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

This ________ day of ______________________ 2014.

____
Vanessa Fleisch, Mayor

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Attest: ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Community Services Director** **Public Services Director**
FROM:	**City Engineer** David A. Borkowski
DATE:	**September 11, 2014**
SUBJECT:	**Maintenance Bond Requirements for New Subdivision Streets** ***September 18, 2014 City Council Meeting***

Recommendation:

Staff recommends that Council authorize the Mayor to sign the attached ordinance reducing the amount of the maintenance bond to 50% of the cost of construction for residential subdivisions.

Discussion:

Currently, when a residential street/development is constructed, the City requires that the developer cover the maintenance of all improvements that will be deeded to the City for a period of two years after the final plat is signed. This maintenance is guaranteed by the developer submitting a maintenance bond to the City in the amount of 110% of the cost of construction.

In reviewing these requirements for the new subdivisions looking to come on line in the near future, Staff felt the percentage amount for the bond may be too restrictive. In essence, the developer is required to submit a bond for an amount that assumes all of the improvements constructed will fail within two years and will need to be rebuilt.

In looking at other municipalities in the area, there is no real consistent amount. Some require as little as 10% and others leave the amount up to the judgment of the department director. While Staff feels 110% may be too restrictive, we feel that 10% is too low and we should provide more of a cushion. In considering a probable worst-case scenario, Staff feels a bond in the amount of 50% of the cost of construction would be more reasonable.

Budget Impact:

There are no budget impacts associated with this item.

Attachment - Ordinance

Ordinance Number ______

AN ORDINANCE TO AMEND ARTICLE IV OF THE PEACHTREE CITY LAND DEVELOPMENT ORDINANCE, AS AMENDED, TO PROVIDE A PROCESS FOR PLAT APPROVAL; TO ESTABLISH DESIGN REQUIREMENTS; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE FOR SEVERABILITY; TO ESTABLISH AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

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

Section 1. Section 406. Final plat approval process, second Subparagraph (j) Final plat approval process, as amended, be further amended as follows:

Sec. 406. Final plat approval process.

1. The final plat shall not be accepted for review until all of the following items, at a minimum, are installed and completed in accordance with the provisions of this ordinance:

(a) Storm drainage facilities.
(b) Structural stormwater management facilities.
(c) Curb and gutter.
(d) Granular base, base asphalt and asphalt topping of all streets.
(e) Water lines and fire hydrants.
(f) Sanitary sewer lines and manholes.
(g) Traffic control devices and pavement markings.
(h) Soil erosion control measures.
(i) Pin marker locations.
(j) Underground utilities, including gas, electric, etc.
(k) Multi-use path connections.
(m) Landscaping and street lighting.

2. The city planner shall be responsible for administering the final plat review and approval process. Application for final plat approval shall be made directly to the city planner and shall include, at a minimum, the following:

(j) A maintenance bond equal to ~~110~~ **50** percent of the cost of construction, redeemable at a local bank or bonding company in the metro Atlanta region to assure the structural durability, stability and integrity of the associated improvements pursuant to the requirements of this ordinance.

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

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

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

This ________ day of ______________________ 2014.

____
Vanessa Fleisch, Mayor

____

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____

____

Attest: ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Community Services Director

FROM: **Senior Planner** David

DATE: **September 12, 2014**

REQUEST: **Consider Variance Request to Section 803(a)(6) of the Street Design Ordinance and to the Definition of Driveway as identified in Section 201(t) of the Land Development Ordinance**
September 18, 2014 City Council Agenda

Staff is awaiting information from the Applicant's Engineer related to the site distances for the proposed driveways. This information is not available at this time and is needed to finalize our recommendation.

Staff's Position Paper will be forwarded to City Council on Monday.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**James L. Pennington, City Manager**
FROM:	**Paul J. Salvatore, Financial Services Director** P.S.
DATE:	**September 12, 2014**
SUBJECT:	**Series 2014 PFA Revenue Bonds** ***September 18, 2014 City Council Agenda***

Recommendation

Approve the attached Authorizing Resolution

Discussion:

Approval of the authorizing resolution will provide for the issuance of the Peachtree City Public Facilities Authority Series 2014 Revenue Bonds. The primary purpose of the bonds will be to finance the cost of capital improvement projects that were approved by the City Council of Peachtree City for bond financing on June 19, 2014. The aggregate principal amount of the bonds will be $3,065,000, which includes all project and bond closing costs.

A bond Validation Hearing is scheduled for Monday October 6, and the closing is scheduled for Thursday October 9.

Budget Impact

Sufficient funds are allocated in the FY 2015 budget to cover all debt service payments on the bond financing.

AUTHORIZING RESOLUTION

WHEREAS, in furtherance of the purposes for which it was created, the City of Peachtree City Public Facilities Authority (the "Issuer") proposes to issue $3,065,000 in original principal amount of its Revenue Bond (Peachtree City Recreation Project), Series 2014 (the "Bond"), in order to finance the costs of acquiring, constructing, and installing recreational facilities (the "Facilities"), and to finance related costs; and

WHEREAS, the Issuer will use a portion of the proceeds of the Bond to acquire the existing Facilities from Peachtree City, Georgia (the "Purchaser"), and the Purchaser proposes to apply the proceeds of the sale of such existing Facilities to the Issuer toward the cost of certain municipal capital projects for public safety, public works, recreation, and administrative purposes (the " City Projects"); and

WHEREAS, the Purchaser is authorized by Section 36-64-2 of the Official Code of Georgia Annotated to acquire lands or buildings or both, within or beyond the corporate limits of the Purchaser, for parks, playgrounds, recreation centers, and other recreational purposes; and

WHEREAS, Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 authorizes the Purchaser (1) to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide, and (2) in connection with any such contract to convey any existing facilities or equipment to any public corporation or public authority; and

WHEREAS, the Purchaser proposes to purchase the Facilities from the Issuer pursuant to an Agreement of Sale (the "Agreement"), to be dated as of October 1, 2014, under the terms of which the Purchaser (1) will agree to make installment payments of purchase price to the Issuer in amounts sufficient to enable the Issuer to pay the principal of, premium, if any, and interest on the Bond when due; and (2) will agree to levy an annual ad valorem tax on all taxable property located within the corporate limits of the Purchaser, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that are sufficient to fulfill the Purchaser's obligations under the Agreement; and

WHEREAS, the Issuer adopted a Bond Resolution on September 18, 2014 (the "Bond Resolution"), authorizing the issuance of the Bond; and

WHEREAS, the Issuer will sell the Bond to PNC Bank, National Association (the "Bond Buyer"); and

WHEREAS, the Issuer and the Purchaser will retain Robert W. Baird & Co. Incorporated (the "Placement Agent") to act as their exclusive placement agent to arrange a private placement of the Bond with the Bond Buyer, pursuant to a Bond Placement Agreement, to be dated the date of its execution and delivery (the "Placement Agreement"), among the Issuer, the Purchaser, and the Placement Agent; and

WHEREAS, pursuant to the Bond Resolution, the payments to be received by the Issuer from the Purchaser pursuant to the Agreement are pledged to, and a lien is created thereon as security for, the payment of principal of, premium, if any, and interest on the Bond; and

WHEREAS, the Bond Resolution sets forth, among other things, the interest rate that the Bond bears and the principal amount of the Bond that will mature, either at maturity or by proceedings for mandatory prepayment, in each year (collectively, the "Final Terms"), and the Issuer has furnished the Purchaser with a certified copy of the Bond Resolution in order that any payments required to be made by the Purchaser under the Agreement may be accurately computed and conclusively established; and

WHEREAS, the Purchaser desires to acknowledge and approve the Final Terms and approve the transfers of the existing Facilities to the Issuer; and

WHEREAS, the Purchaser desires to make payments required under the Agreement directly to the Bond Buyer, and such arrangemtn shall beprovided in Home Ofice Payment Agreement, dated as of Ocobter 1, 2014 (the "Home Office Payment Agreement"), among the Issuer, the Purchaser and the Bond Buyer, in accordance with the provisions relating thereto set forth in the Bond Resolution; and

WHEREAS, after careful study and investigation, the Purchaser desires to enter into the Agreement, the Bond Placement Agreement and the Home Office Payment Agreement (collectively the "Contracts") and to fund the Projects;

NOW, THEREFORE, BE IT RESOLVED by the Council of Peachtree City as follows:

1. Authorization of the Contracts. The forms, terms, and conditions and the execution, delivery, and performance of the Contracts, which have been filed with the Purchaser, are hereby approved and authorized. The Contracts shall be in substantially the forms submitted to the Council of Peachtree City in this meeting with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor or Mayor Pro Tem of the Purchaser, whose approval thereof shall be conclusively evidenced by the execution of the Contracts. The Mayor or Mayor Pro Tem of the Purchaser is hereby authorized and directed to execute on behalf of the Purchaser the Contracts, and the City Clerk of the Purchaser is hereby authorized and directed to affix thereto and attest the seal of the Purchaser, upon proper execution and delivery of the other parties thereto. The Contracts are hereby spread upon the minutes.

2. Validation of Bond. The Mayor and City Clerk are authorized to acknowledge service and make answer in the validation proceeding relating to the Bond.

3. Approval of Bond Resolution. The Mayor and City Clerk acknowledge that they have received a copy of the Bond Resolution, and hereby approve the terms and provisions thereof, including the Final Terms of the Bond.

4. Transter of the Exisitng Facilities. Under the Agreement, the existing Facilties shall initially be transferred from the Purchaser to the Issuer, and a limited warranty deed for such purpose is authorized to be executed and delivered by the Mayor or other appropriate officer.

5. General Authority. The Mayor or Mayor Pro Tem and the City Clerk and are hereby authorized to execute and deliver all such other contracts, instruments, documents, affidavits, or certificates and to do and perform all such things and acts as each shall deem necessary or appropriate in furtherance of the issuance of the Bond and the funding of the City Projects and the carrying out of the transactions authorized by this Resolution or contemplated by the Contracts.

6. Approval of Prior Action; Repeal of Conflicting Resolutions. All acts and doings of the officers of the City which are in conformity with the purposes and intents of this Resolution and in furtherance of the issuance of the Bond and the execution, delivery and performance of the Contracts

shall be, and the same hereby are, in all respects, approved and confirmed. All resolutions or parts thereof of the City in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

7. Effective Date. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 18th day of September, 2014.

PEACHTREE CITY, GEORGIA

(SEAL)

By: ______________________________
Mayor

Attest:

____
City Clerk

CITY CLERK'S CERTIFICATE

I, **BETSY TYLER,** the duly appointed, qualified, and acting City Clerk of Peachtree City, Georgia (the "Purchaser"), **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on September 18, 2014, by the Council of Peachtree City in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the Purchaser, which meeting was open to the public and at which a quorum was present and acting throughout, and that the original of the foregoing resolution appears of public record in the Minute Book of the Purchaser, which is in my custody and control.

GIVEN under my hand and the seal of the Purchaser, this ____ day of September 2014.

(SEAL)

____
City Clerk, Peachtree City, Georgia

CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY

as Seller

and

PEACHTREE CITY, GEORGIA

as Purchaser

AGREEMENT OF SALE

Dated as of October 1, 2014

THE RIGHTS AND INTEREST OF THE CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY IN THIS AGREEMENT OF SALE AND THE REVENUES AND RECEIPTS DERIVED HEREFROM, EXCEPT FOR ITS UNASSIGNED RIGHTS, AS DEFINED HEREIN, HAVE BEEN COLLATERALLY ASSIGNED AND PLEDGED TO SECURE THE BONDHOLDER PURSUANT TO A BOND RESOLUTION ADOPTED BY THE CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY ON SEPTEMBER 18, 2014.

AGREEMENT OF SALE

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and is only for convenience of reference.)

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AGREEMENT OF SALE

This **AGREEMENT OF SALE**, dated as of October 1, 2014, by and between the City of Peachtree City Public Facilities Authority (the "Issuer"), a public corporation created and existing under the laws of the State of Georgia, and Peachtree City, Georgia (the "Purchaser"), a municipal corporation created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, the Issuer desires to sell the Project, as hereinafter defined, to the Purchaser, and the Purchaser desires to purchase the Project from the Issuer, subject to the terms and conditions of and for the purposes set forth in this Agreement; and

WHEREAS, the Issuer and the Purchaser are authorized under the Constitution and statutes of the State of Georgia to enter into this Agreement for the purposes set forth herein;

NOW, THEREFORE, for and in consideration of the promises and covenants hereinafter contained, the parties hereby agree as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. Definitions. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Bond Resolution. In addition to the words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning or intent and such definitions shall be equally applicable to both the singular and plural forms of the words and terms herein defined:

"Bond Resolution" means the resolution or resolutions adopted by the Governing Body of the Issuer authorizing the issuance and sale of the Bond and the security therefor.

"Code" means the Internal Revenue Code of 1986, as amended.

"Completion Date" means the date of completion of the acquisition, construction, and installation of the Project, as that date shall be certified as provided in Section 4.06 hereof.

"Construction Contracts" means the contracts between the Issuer and the general contractor for the construction of the Project and the contracts between the Issuer and suppliers of materials and Equipment.

"Consulting Architect" means the architect or architectural firm at the time employed by the Purchaser and designated to act on behalf of the Issuer by written certificate furnished to the Bondholder and the Project Fund Depository, containing the signature of such person or the signature of a partner or officer of such firm, and signed on behalf of the Purchaser by its Mayor or Mayor Pro Tempore and on behalf of the Issuer by the Chairperson or Vice Chairperson of its Governing Body. The Consulting Architect shall be registered and qualified to practice under the laws of the State and shall not be a full-time employee of the Issuer or the Purchaser.

"Costs of the Project" means those costs and expenses in connection with the acquisition, construction, and installation of the Project permitted by Section 4.03 hereof to be paid or reimbursed from proceeds of the Bond.

"Equipment" means the equipment, machinery, furnishings, and other property described in Exhibit B attached hereto, which, by this reference thereto, is incorporated herein.

"Event of Default" means any event specified in Section 8.01 of this Agreement.

"Facilities" means those certain facilities and improvements constituting part of the Project and not constituting part of the Equipment, which are or will be located on the Premises.

"Fiscal Year" means any period of twelve consecutive months adopted by the Purchaser as its fiscal year for financial reporting purposes and shall initially mean the period beginning on October 1 of each calendar year and ending on September 30 of the next calendar year.

"Home Office Payment Agreement" means a home office payment agreement between the Issuer and the Holder of the Bond as described in Section 2.08 of the Bond Resolution.

"Lien" means any mortgage or pledge of or security interest in or lien, charge, or encumbrance on the Project.

"Permitted Investments" means the obligations in which the Issuer is permitted to invest proceeds of the Bond pursuant to applicable law.

"Plans and Specifications" means the detailed plans and specifications for the construction of the Project prepared by the Consulting Architect or by architects and engineers acceptable to the Consulting Architect, as amended from time to time by the Purchaser, a copy of which is or will be on file with the Bondholder.

"Premises" means the real estate described in Exhibit A attached hereto, which, by this reference thereto, is incorporated herein.

"Project" means the Baseball Soccer Complex, as it now exists and as it may be hereafter added to, extended, improved, and equipped, either from the proceeds of the Bond or from any other sources at any time hereafter, and all related property both real and personal, consisting of the Premises, the Facilities, and the Equipment.

"Purchase Price" means the purchase price payable by the Purchaser to the Issuer pursuant to Section 5.03(a) of this Agreement.

"Rebate Amount" means the rebatable arbitrage in connection with the Bond, which is payable to the United States Treasury pursuant to Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

"Rebate Calculator" means any nationally recognized bond counsel, nationally recognized firm of certified public accountants, or other firm acceptable to the Bondholder, which is expert in making the calculations required by Section 148(f) of the Code, appointed by the Purchaser pursuant to Section 4.12 hereof to make the calculations required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith.

"Regulations" means the Treasury Regulations promulgated under and pursuant to the Code.

Section 1.02. **<u>Construction of Certain Terms</u>.** For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction shall apply:

(1) The use of the masculine, feminine, or neuter gender is for convenience only and shall be deemed and construed to include correlative words of the masculine, feminine, or neuter gender, as appropriate.

(2) "This Agreement" means this instrument as originally executed or as it may from time to time be supplemented or amended by one or more agreements of sale supplemental hereto entered into pursuant to the applicable provisions hereof.

(3) All references in this instrument to designated "Articles," "Sections," and other subdivisions are to the designated Articles, Sections, and other subdivisions of this instrument. The words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, or other subdivision.

(4) The terms defined in this Article shall have the meaning assigned to them in this Article and include the plural as well as the singular.

(5) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as promulgated by the American Institute of Certified Public Accountants, on and as of the date of this instrument.

Section 1.03. **Table of Contents; Titles and Headings.** The table of contents, the titles of the articles, and the headings of the sections of this Agreement are solely for convenience of reference, are not a part of this Agreement, and shall not be deemed to affect the meaning, construction, or effect of any of its provisions.

[End of Article I]

ARTICLE II

REPRESENTATIONS AND UNDERTAKINGS

Section 2.01. Representations by the Issuer. The Issuer makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Issuer is a public corporation duly created and validly existing under the laws of the State, including the provisions of the Act. The Issuer has all requisite power and authority under the Act and the laws of the State (1) to issue the Bond to finance the costs of acquiring, constructing, and installing the Project; (2) to sell the Project to the Purchaser; and (3) to enter into, perform its obligations under, and exercise its rights under this Agreement and the Bond Resolution. The Act authorizes the Issuer to acquire, construct, purchase, equip, extend, improve, and sell any "project," which is defined to mean and include real and personal property, including buildings and related facilities and equipment, which are necessary or convenient for the efficient operation of the Purchaser. The Act also authorizes the Issuer to issue negotiable revenue bonds in the manner provided by Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law" (the "Revenue Bond Law"), for the purpose of paying all or any part of the cost of any one or more projects, including the cost of constructing, reconstructing, equipping, extending, adding to, or improving any such project. The Issuer is authorized and empowered under and pursuant to the provisions of the Revenue Bond Law to issue revenue bonds to finance, in whole or in part, the cost of the acquisition, construction, reconstruction, improvement, betterment, or extension of any "undertaking," which includes parks, tennis courts, swimming pools, playgrounds, and athletic fields. The Act also authorizes the Issuer to make and execute with public corporations installment sale agreements relating to its projects and incident to the exercise of the powers of the Issuer, including contracts for selling its projects for the benefit of the Purchaser. The Act also authorizes the Issuer to pledge and assign any of its revenues, income, rent, charges, and fees to provide for the payment of its revenue bonds and to provide for the rights of the holders of such revenue bonds. The Issuer has found that the Project constitutes a "project" within the meaning of that term as defined in the Act, has found that the Project constitutes an "undertaking" within the meaning of that term as defined in the Revenue Bond Law, and has found that the Project is for the lawful and valid public purposes set forth in the Act.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Issuer, after making due inquiry with respect thereto, threatened against or affecting the Issuer in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of the Bond, the Bond Resolution, this Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Issuer aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings.

(c) Agreements Are Legal and Authorized. The execution and delivery by the Issuer of this Agreement, the Bond and the Bond Resolution and the compliance by the Issuer with all of the provisions of each thereof (i) are within the purposes, powers, and authority of the Issuer; (ii) have been done in full compliance with the provisions of the Act and have been approved by the Governing Body of the Issuer and are legal and will not conflict with or constitute on the part of the Issuer a violation of or a breach of or a default under any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Issuer is a party or by which the Issuer or its properties are otherwise subject or bound, or any license, judgment, decree, law, statute, order, writ, injunction, demand, rule, or regulation of any court or governmental agency or body having jurisdiction over the Issuer or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Governing Body of the Issuer. This Agreement, the Bond and the Bond Resolution are the valid, legal, binding, and enforceable obligations of the Issuer.

(d) Governmental Consents. Neither the nature of the Issuer nor any of its activities or properties, nor any relationship between the Issuer and any other Person, nor any circumstance in connection with the offer, issue, sale, or delivery of the Bond is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Issuer in connection with the execution, delivery, and performance of this Agreement and the Bond Resolution or the consummation of any transaction therein contemplated, or the offer, issue, sale, or delivery of the Bond, except as shall have been obtained or made and as are in full force and effect.

(e) No Defaults. To the knowledge of the Issuer, after making due inquiry with respect thereto, no event has occurred and no condition exists that would constitute an event of default under the Bond Resolution or that, with the lapse of time or with the giving of notice or both, would become such an event of default. To the knowledge of the Issuer, after making due inquiry with respect thereto, the Issuer is not in default or violation in any material respect under the Act or under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) No Prior Pledge. Neither this Agreement nor any of the payments or amounts to be received by the Issuer hereunder have been or will be assigned, pledged, or hypothecated in any manner or for any purpose or have been or will be the subject of a grant of a security interest by the Issuer other than as provided in the Bond Resolution.

(g) Disclosure. The representations of the Issuer contained in this Agreement and any certificate, document, written statement, or other instrument furnished to the Bond Buyer by or on behalf of the Issuer in connection with the transactions contemplated hereby do not contain any untrue statement of a material fact relating to the Issuer and do not omit to state a material fact relating to the Issuer necessary in order to make the statements contained herein and therein relating to the Issuer not misleading. Nothing has come to the attention of the Issuer that would materially and adversely affect or in the future may (so far as the Issuer can now reasonably foresee) materially and adversely affect the acquisition, construction, and installation of the Project by the Issuer or any other transactions contemplated by this Agreement and the Bond Resolution, which has not been set forth in writing to the Bond Buyer or in the certificates, documents, and instruments furnished to the Bond Buyer by or on behalf of the Issuer prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(h) Compliance with Conditions Precedent to the Issuance of the Bond. All acts, conditions, and things required to exist, happen, and be performed precedent to and in the execution and delivery by the Issuer of the Bond do exist, have happened, and have been performed in due time, form, and manner as required by law; the issuance of the Bond, together with all other obligations of the Issuer, do not exceed or violate any constitutional or statutory limitation; and the revenues, funds, property, and amounts pledged to the payment of the principal of, premium, if any, and interest on the Bond, as the same become due, have been calculated to be sufficient in amount for that purpose.

Section 2.02. **Representations by the Purchaser.** The Purchaser makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) Creation and Authority. The Purchaser is a municipal corporation duly created and validly existing under the laws of the State. The Purchaser has all requisite power and authority under the laws of the State to purchase the Project from the Issuer and to enter into, perform its obligations under, and exercise its rights under this Agreement. Section 36-64-2 of the Official Code of Georgia Annotated authorizes the Purchaser to acquire lands or buildings or both, within or beyond the corporate limits of the Purchaser, for parks, playgrounds, recreation centers, and other recreational purposes. Article IX, Section III, Paragraph I of the Constitution of the State of Georgia of 1983 authorizes the Purchaser (1) to contract for any period not exceeding fifty years with any public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, if such contract deals with activities, services, or facilities that the contracting parties are authorized by law to undertake or provide, and (2) in connection with any such contract to convey any existing facilities or equipment to any public corporation or public authority.

(b) Pending Litigation. There are no actions, suits, proceedings, inquiries, or investigations pending or, to the knowledge of the Purchaser, after making due inquiry with respect thereto, threatened against or affecting the Purchaser in any court or by or before any governmental authority or arbitration board or tribunal, which involve the possibility of materially and adversely affecting the properties, activities, prospects, profits, operations, or condition (financial or otherwise) of the Purchaser, or the ability of the Purchaser to perform its obligations under this Agreement, or the transactions contemplated by this Agreement or which, in any way, would adversely affect the validity or enforceability of this Agreement or any agreement or instrument to which the Purchaser is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or thereby, nor is the Purchaser aware of any facts or circumstances presently existing that would form the basis for any such actions, suits, or proceedings. The Purchaser is not in default with respect to any judgment, order, writ, injunction, decree, demand, rule, or regulation of any court, governmental authority, or arbitration board or tribunal.

(c) Agreement Is Legal and Authorized. The execution and delivery by the Purchaser of this Agreement, the consummation of the transactions herein contemplated, and the fulfillment of or the compliance with all of the provisions hereof (i) are within the power, legal right, and authority of the Purchaser; (ii) are legal and will not conflict with or constitute on the part of the Purchaser a violation of or a breach of or a default under, any organic document, indenture, mortgage, security deed, pledge, note, lease, loan, or installment sale agreement, contract, or other agreement or instrument to which the Purchaser is a party or by which the Purchaser or its properties are otherwise subject or bound, or any license, law, statute, rule, regulation, judgment, order, writ, injunction, decree, or demand of any court or governmental agency or body having jurisdiction over the Purchaser or any of its activities or properties; and (iii) have been duly authorized by all necessary and appropriate official action on the part of the Governing Body of the Purchaser. This Agreement is the valid, legal, binding, and enforceable obligation of the Purchaser. The officials of the Purchaser executing this Agreement are duly and properly in office and are fully authorized and empowered to execute the same for and on behalf of the Purchaser.

(d) Governmental Consents. Neither the Purchaser nor any of its activities or properties, nor any relationship between the Purchaser and any other Person, nor any circumstances in connection with the execution, delivery, and performance by the Purchaser of its obligations under this Agreement or the offer, issue, sale, or delivery by the Issuer of the Bond, is such as to require the consent, approval, permission, order, license, or authorization of, or the filing, registration, or qualification with, any governmental authority on the part of the Purchaser in connection with the execution, delivery, and performance of this Agreement or the consummation of any transaction herein contemplated, or the offer, issue, sale, or delivery of the Bond, except as shall have been obtained or made and as are in full force and effect and except as are not presently obtainable. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser will be able to obtain all such additional consents, approvals, permissions, orders, licenses, or authorizations of governmental authorities as may be required on or prior to the date the Purchaser is legally required to obtain the same.

(e) No Defaults. No event has occurred and no condition exists that would constitute an Event of Default or that, with the lapse of time or with the giving of notice or both, would become an Event of Default. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser is not in default or violation in any material respect under any organic document or other agreement or instrument to which it is a party or by which it may be bound.

(f) Compliance with Law. To the knowledge of the Purchaser, after making due inquiry with respect thereto, the Purchaser is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its properties are subject and has not failed to obtain any licenses, permits, franchises, or other governmental authorizations (which are presently obtainable) necessary to the ownership of its properties or to the conduct of its affairs, which violation or failure to obtain might materially and adversely affect the properties, activities, prospects, profits, and condition (financial or otherwise) of the Purchaser, and there have been no citations, notices, or orders of noncompliance issued to the Purchaser under any such law, ordinance, rule, or regulation.

(g) Restrictions on the Purchaser. The Purchaser is not a party to or bound by any contract, instrument, or agreement, or subject to any other restriction, that materially and adversely affects its activities, properties, assets, operations, or condition (financial or otherwise). The Purchaser is not a party to any contract or agreement that restricts the right or ability of the Purchaser to enter into agreements of sale on an installment basis.

(h) Disclosure. The representations of the Purchaser contained in this Agreement and any certificate, document, written statement, or other instrument furnished by or on behalf of the Purchaser to the Issuer or the Bond Buyer in connection with the transactions contemplated hereby, do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading. There is no fact that the Purchaser has not disclosed to the Issuer or the Bond Buyer in writing that materially and adversely affects or in the future may (so far as the Purchaser can now reasonably foresee) materially and adversely affect the purchase of the Project or the properties, activities, prospects, operations, profits, or condition (financial or otherwise) of the Purchaser, or the ability of the Purchaser to perform its obligations under this Agreement or any of the documents or transactions contemplated hereby or thereby or any other transactions contemplated by this Agreement, which has not been set forth in writing to the Bond Buyer or in the certificates, documents, and instruments furnished to the Bond Buyer by or on behalf of the Purchaser prior to the date of execution of this Agreement in connection with the transactions contemplated hereby.

(i) Project Compliance. The Project complies or will comply with all presently applicable building and zoning, health, environmental, and safety ordinances and laws and all other applicable laws, rules, and regulations of any and all governmental and quasi-governmental authorities having jurisdiction over any portion of the Project.

(j) Financial Statements. The balance sheet of the Purchaser as of September 30, 2013, and the statement of revenues, expenditures, and changes in fund balance and the statement of cash flow for the year ended September 30, 2013 (copies of which, audited by Mauldin & Jenkins, LLC, independent certified public accountants, have been furnished to the Bond Buyer) present fairly the financial position of the Purchaser as of September 30, 2013, and the results of its operations and its cash flows for the year ended September 30, 2013, with such exceptions as may be disclosed in the audit report. Since September 30, 2013, there has been no material adverse change in the financial position or results of operations or cash flows of the Purchaser.

(k) Tax Certificate. The representations and warranties of the Purchaser set forth in the Tax Certificate, dated the date of issuance and delivery of the Bond, are hereby incorporated herein and made a part hereof by this reference thereto, as if fully set forth herein, and are true and correct as of the date hereof.

Section 2.03. Reliance by Bondholder. The Issuer and the Purchaser acknowledge and agree that these representations and warranties are made to induce the Bond Buyer to purchase the Bond, and that such representations and warranties and any other representations and warranties made by the Issuer and the Purchaser in this Agreement are made for the benefit of the Bondholder and may be relied upon by the Bondholder and shall remain operative and in full force and effect (unless expressly waived in writing by the Bond Buyer), regardless of any investigations made by the Bond Buyer or on its behalf, and shall survive delivery of the Bond to the Bond Buyer.

[End of Article II]

ARTICLE III

SALE OF THE PROJECT; SECURITY; TITLE

Section 3.01. Sale of the Project. The Issuer hereby sells to the Purchaser, and the Purchaser hereby purchases from the Issuer, the Project at the purchase price set forth in Section 5.03 hereof and in accordance with the provisions of this Agreement. Promptly after acquiring, constructing and installing the components of the Project, the Issuer shall deliver to the Purchaser documents conveying to the Purchaser good and marketable title (of the same quality as received by the Issuer) to such components of the Project.

Section 3.02. Security for Payments under this Agreement. (a)As security for the payments required to be made and the obligations required to be performed by the Purchaser under this Agreement, the Purchaser hereby pledges to the Issuer its full faith and credit and taxing power for such payment and performance. The Purchaser covenants that, in order to make any payments of Purchase Price when due from its general funds to the extent required hereunder, it will exercise its power of taxation to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for such payments all taxes levied and collected for that purpose together with funds received from any other sources. The Purchaser further covenants and agrees that in order to make funds available for such purpose in each Fiscal Year, it will, in its general revenue, appropriation, and budgetary measures through which its tax funds or revenues and the allocation thereof are controlled or provided for, include sums sufficient to satisfy any such payments of Purchase Price that may be required to be made hereunder, whether or not any other sums are included in such measure, until all payments so required to be made hereunder shall have been made in full. The obligation of the Purchaser to make any payments that may be required to be made from its general funds shall constitute a general obligation of the Purchaser and a pledge of the full faith and credit of the Purchaser to provide the funds required to fulfill any such obligation. In the event for any reason any such provision or appropriation is not made as provided in this Section 3.02, then the fiscal officers of the Purchaser are hereby authorized and directed to set up as an appropriation on their accounts in the appropriate Fiscal Year the amounts required to pay the obligations that may be due from the general funds of the Purchaser. The amount of such appropriation shall be due and payable and shall be expended for the purpose of paying any such obligations, and such appropriation shall have the same legal status as if the Purchaser had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the Purchaser shall make such payments of Purchase Price to the Issuer if for any reason the payment of such obligations shall not otherwise have been made.

(b) The Purchaser covenants and agrees that it shall, to the extent necessary, levy an annual ad valorem tax on all taxable property located within the corporate limits of the Purchaser, as now existent and as the same may hereafter be extended, at such rate or rates, without limitation as to rate or amount, as may be necessary to produce in each year revenues that will be sufficient to fulfill the Purchaser's obligations under this Agreement, from which revenues the Purchaser agrees to appropriate sums sufficient to pay in full when due all of the Purchaser's obligations under this Agreement. Nothing herein contained, however, shall be construed as limiting the right of the Purchaser to make the payments called for by this Agreement out of any funds lawfully available to it for such purpose, from whatever source derived (including general funds).

(c) The Purchaser shall not, during the term of this Agreement, create a lien on the revenues to be derived from the tax to be levied under this Section 3.02 by the Purchaser to fulfill its obligations under this Agreement, except for the lien created by the Purchaser pursuant to the terms of the Intergovernmental Contract, dated as of October 1, 2011, between the Issuer and the Purchaser.

Section 3.03. Security for the Bond; Perfection. As security for the payment of the Bond, the Issuer has adopted the Bond Resolution. The Purchaser hereby assents to the assignment and pledge made in the Bond Resolution and hereby agrees that its obligations to make all payments under this Agreement shall be absolute and shall not be subject to any defense, except payment, or to any right of setoff, counterclaim, or recoupment arising out of any breach by the Issuer of any obligation to the Purchaser, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to the Purchaser by the Issuer. The Purchaser further agrees that all payments required to be made under this Agreement, except for those arising out of Unassigned Rights, shall be paid directly to the Sinking Fund Custodian for the account of the Issuer for deposit in the Sinking Fund unless a Home Office Payment Agreement shall be in effect in which case all payments shall be paid directly to the Bondholder for the account of the Issuer. The Bondholder shall have all rights and remedies herein accorded to the Issuer (except for Unassigned Rights), and any reference herein to the Issuer shall be deemed, with the necessary changes in detail, to include the Bondholder, and the Bondholder is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of the Purchaser herein contained.

Section 3.04. Warranty of Title. The Issuer warrants that (a) the Purchaser will acquire good and marketable fee simple title to the Premises, (b) the Purchaser will be the legal and equitable owner of all Equipment and the Facilities and will have good and merchantable title to the Equipment, and (c) the Project is and will be free from all Liens, adverse claims, security interests, and encumbrances.

[End of Article III]

ARTICLE IV

THE PROJECT; ISSUANCE OF THE BOND; PROJECT FUND

Section 4.01. Agreement to Acquire, Construct, and Install the Project. Promptly following the issuance and sale of the Bond, the Issuer will acquire the Premises and the existing Facilities thereon from the Purchaser for the purchase price of $2,840,000. Promptly following the acquisition of the Premises, the Issuer will acquire and construct the new Facilities and acquire and install therein the Equipment and convey the same to the Purchaser as required by Section 3.01 hereof. The Issuer hereby authorizes the Purchaser to, on its behalf, acquire, construct, and install the Project. The Purchaser agrees (i) that it will exercise the foregoing authorizations given to it by the Issuer, (ii) that it will cause the Equipment to be acquired in the name of the Issuer, and (iii) that the Project has been and will be acquired and constructed without material deviation from the Plans and Specifications. The Issuer will enter into, or accept the assignment of, such contracts as the Purchaser may request in order to effectuate the purposes of this Section 4.01 but it will not execute any other contract or give any order for such construction or such purchase of material, supplies, furnishings, or equipment unless and until the Purchaser shall have approved the same in writing.

The Purchaser covenants to cause the Project to be constructed without material deviation from the Plans and Specifications and the Construction Contracts and warrants that the construction of the new Facilities without material deviation from the Plans and Specifications will, when supplemented by the Equipment, result in facilities suitable for use by the Purchaser and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. The Purchaser may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Consulting Architect and the Authorized Issuer Representative.

The Purchaser agrees, on behalf of the Issuer, to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of issuance and sale of the Bond.

Section 4.02. Agreement to Issue the Bond; Application of Proceeds. In order to provide funds for payment of the Costs of the Project, the Issuer agrees that it shall sell and cause to be delivered to the Bond Buyer the Bond in the aggregate principal amount of $3,065,000 and will thereupon (i) pay to the Purchaser the sum of $2,840,000 as purchase price of the Premises and the existing Facilities and (ii) deposit in the Project Fund the remaining proceeds of the sale of the Bond.

The Purchaser agrees to apply the proceeds of the sale of the Premises and the existing Facilities to the Issuer pursuant to Section 4.01 hereof to pay the costs of capital improvements to various public safety, public works, recreational (other than the Project) and administrative facilities of the Purchaser.

Section 4.03. Application of Moneys in the Project Fund. The Issuer shall in the Bond Resolution authorize and direct the Project Fund Depository to use the moneys in the Project Fund for the following purposes (but for no other purposes):

(a) payment of any costs and expenses relating to the Project that would constitute a "cost of the project" permitted to be paid by the Issuer under the Act;

(b) payment of the costs of issuing the Bond; and

(c) all proceeds of the Bond remaining in the Project Fund on the Completion Date, less amounts retained or set aside to meet costs not then due and payable or that are being contested, shall be used to redeem the Bond.

Section 4.04. <u>Disbursements from the Project Fund</u>. All disbursements from the Project Fund shall be made upon draft or other demand for payment, signed by the Authorized Issuer Representative and the Authorized Purchaser Representative, but before they shall sign any such draft, there shall be filed with the Project Fund Depository:

(a) A requisition for such payment (the above-mentioned draft or other demand for payment may be deemed a requisition for the purpose of this Section 4.04), stating each amount to be paid and the name of the person to whom payment is due.

(b) A certificate executed by the Authorized Issuer Representative and the Authorized Purchaser Representative attached to the requisition and certifying:

(1) that an obligation in the stated amount has been incurred by the Issuer and that the same is a proper charge against the Project Fund and has not been paid and stating that the bill or statement of account for such obligation, or a copy thereof, is on file in the office of the Purchaser;

(2) that the signers have no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(3) that such requisition contains no item representing payment on account of any retained percentages that the Issuer is, at the date of any such certificate, entitled to retain.

Section 4.05. <u>Obligation of the Parties to Cooperate in Furnishing Documents; Reliance of the Project Fund Depository</u>. Upon payment of any expenses of the Issuer incurred in connection therewith pursuant to Section 5.03(b) hereof, the Issuer agrees to cooperate with the Purchaser in furnishing to the Project Fund Depository the documents referred to in Section 4.04 hereof that are required to effect payments out of the Project Fund, and the Issuer agrees to cause such orders to be directed to the Project Fund Depository as may be necessary to effect payments out of the Project Fund, in accordance with Section 4.04 hereof. In making any such payment from the Project Fund, the Project Fund Depository may rely on any such orders and certifications delivered to it pursuant to Section 4.04 hereof.

Section 4.06. <u>Establishment of Completion Date</u>. The Completion Date shall be evidenced to the Bondholder and the Project Fund Depository by a certificate of substantial completion listing the items to be completed or corrected, if any, and the amounts to be withheld therefor, signed by the Authorized Issuer Representative and the Authorized Purchaser Representative and approved by the Consulting Architect stating that, except for amounts retained by the Project Fund Depository for Costs of the Project not then due and payable, (i) the acquisition, construction, and installation of the Project has been substantially completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such acquisition, construction, and installation have been paid or provided for, (ii) all other facilities necessary in connection with the acquisition, construction, and installation of the Project have been constructed, acquired, and installed without material deviation from the Plans and Specifications and all costs and expenses incurred in connection therewith have been paid or provided for, and (iii) any certificates of occupancy or other appropriate permits for the new Facilities have been issued by appropriate local governmental authorities. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. The Consulting Architect shall certify the matter covered by clauses (i) and (ii) above. It shall be the duty of the Purchaser to cause the certificate contemplated by this Section 4.06 to be furnished as soon as the acquisition, construction, and installation of the Project shall have been substantially completed.

Section 4.07. **Purchaser Required to Pay Facilities Costs in Event Project Fund Insufficient**. In the event the moneys in the Project Fund available for payment of the Costs of the Project shall not be sufficient to pay the costs thereof in full, the Purchaser agrees to complete the acquisition, construction, and installation of the Project and to pay all that portion of the Costs of the Project as may be in excess of the moneys available therefor in the Project Fund. The Issuer does not make any warranty, either express or implied, that the moneys that will be paid into the Project Fund and that, under the provisions of this Agreement, will be available for payment of the Costs of the Project, will be sufficient to pay all the costs that will be incurred in that connection. The Purchaser agrees that if after exhaustion of the moneys in the Project Fund the Purchaser shall pay any portion of the Costs of the Project pursuant to the provisions of this Section 4.07, it shall not be entitled to any reimbursement therefor from the Issuer, the Project Fund Depository, or the Bondholder, nor shall it be entitled to any diminution of the amounts payable under Section 5.03 hereof.

Section 4.08. **Authorized Purchaser and Issuer Representatives and Successors**. The Purchaser and the Issuer, respectively, shall designate, in the manner prescribed in Section 1.01 of the Bond Resolution, the Authorized Purchaser Representative and the Authorized Issuer Representative. In the event that any person so designated and his alternate or alternates, if any, should become unavailable or unable to take any action or make any certificate provided for or required in this Agreement, a successor shall be appointed in the same manner.

Section 4.09. **Enforcement of Remedies against Contractors and Subcontractors and their Sureties and Against Manufacturers**. The Purchaser covenants that it will take such action and institute such proceedings as shall be necessary to cause and require all contractors and subcontractors and material suppliers to complete their contracts diligently in accordance with the terms of such contracts, including, without limitation, the correction of any defective work, with all expenses incurred by the Purchaser in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the Project referred to in Section 4.03 hereof. The Issuer agrees that the Purchaser may, from time to time, in its own name, or in the name of the Issuer, take such action as may be necessary or advisable, as determined by the Purchaser, to ensure the construction of the Project in accordance with the terms of the Construction Contracts and the Plans and Specifications, to ensure the peaceable and quiet enjoyment of the Project, and to ensure the performance by the Issuer of all covenants and obligations of the Issuer under this Agreement, with all costs and expenses incurred by the Purchaser in connection therewith to be considered as part of the Costs of the Project referred to in Section 4.03 hereof. All amounts recovered by way of penalties, damages, whether liquidated or actual, refunds, adjustments, or otherwise in connection with the foregoing prior to the Completion Date, less any unreimbursed legal expenses incurred to collect the same, shall be paid into the Project Fund and, after the Completion Date, shall be disbursed pursuant to the provisions of Section 4.03(b) of this Agreement.

The Purchaser covenants that it will take such action and institute such proceedings as shall be necessary to cause and require any manufacturers of the Equipment and any dealer to fulfill their warranties and contractual responsibilities diligently in accordance with the terms of any purchase and installation contracts, including, without limitation, the correction of any defective parts or workmanship, with all expenses incurred by the Purchaser in connection with the performance of its obligations under this Section 4.09 to be considered part of the Costs of the Project referred to in Section 4.03 hereof. The Issuer agrees that the Purchaser may, from time to time, take such action as may be necessary or advisable, as may be determined by the Purchaser, to ensure the conformity of the Equipment to the specifications therefor, with all costs and expenses incurred by the Purchaser in connection therewith to be considered as part of the Costs of the Project referred to in Section 4.03 hereof.

Section 4.10. **Investment of Project Fund**. Subject to Section 4.11 hereof, any moneys held as a part of the Project Fund or any other special trust account shall be invested or reinvested by the Project Fund Depository at the written direction of the Authorized Purchaser Representative in such Permitted Investments as may be designated by the Purchaser. The Project Fund Depository may make any and all such investments through its own bond or investment department or through its broker-dealer affiliate.

The investments so purchased shall be held by the Project Fund Depository and shall be deemed at all times a part of the Project Fund, and the interest accruing thereon and any profit realized therefrom shall be credited to the Project Fund, and any losses resulting from such investments shall be charged to the Project Fund and paid by the Purchaser.

Section 4.11. **Special Investment Covenants**. The Issuer and the Purchaser each covenant that it will not directly or indirectly use or permit the use of any proceeds (as defined in the Regulations) of the Bond or any other funds of the Issuer or the Purchaser, or take or omit to take any action, or direct the Project Fund Depository to invest any funds held by it, in such manner as will, or allow any "related party" (as defined in Section 1.150-1(b) of the Regulations) to enter into any arrangement, formal or informal, as will, cause the Bond to be "federally guaranteed", as such term is used and defined in Section 149(b) of the Code, or to be an "arbitrage bond" within the meaning of Section 148 of the Code, and any Regulations proposed or promulgated in connection therewith. To that end, the Issuer and the Purchaser shall comply with all requirements of Section 149(b) and Section 148 of the Code to the extent applicable to the Bond. In the event that at any time the Issuer or the Purchaser is of the opinion that for purposes of this Section 4.11 it is necessary to dispose of any investment or to restrict or limit the yield on any investment held under the Bond Resolution or otherwise, the Issuer or the Purchaser, as the case may be, shall so instruct the Project Fund Depository or the Sinking Fund Custodian in writing.

Section 4.12. **Calculation and Payment of Rebate Amount**. The Purchaser agrees to appoint and pay a Rebate Calculator to calculate and determine the Rebate Amount, if any, as required by Section 148(f) of the Code and any Regulations proposed or promulgated in connection therewith. All calculations and determinations made by a Rebate Calculator shall be accompanied by the opinion of a Rebate Calculator that such calculations and determinations have been made in accordance with the requirements of Section 148(f) of the Code. The Purchaser agrees to pay to the United States Treasury for and on behalf of the Issuer the amount determined by the Rebate Calculator to be due to the United States Treasury before the due date specified by the Rebate Calculator. The obligations created by this Section 4.12 shall survive the termination of this Agreement. The Issuer hereby delegates to the Purchaser the authority and responsibility for compliance with Section 148(f) of the Code.

[End of Article IV]

ARTICLE V

INSTALLMENT PURCHASE PROVISIONS; NATURE OF OBLIGATIONS OF PURCHASER

Section 5.01. **Term of Agreement.** This Agreement shall become effective upon its delivery and shall be in full force and effect until midnight, September 30, 2024, subject to the provisions of this Agreement permitting earlier termination (including particularly Article VII hereof), or if all the Purchase Price and other amounts payable pursuant to Section 5.03 hereof have not been paid or retired, until such date as such payment shall have been made; provided, however, that the covenants and obligations expressed herein to so survive shall survive the termination of this Agreement, but in no event shall the term of this Agreement exceed fifty (50) years.

Section 5.02. **Delivery and Acceptance of Possession.** The Issuer agrees to deliver to the Purchaser sole and exclusive possession and use of the Premises promptly following execution and delivery of this Agreement, and the Purchaser will accept possession and use of the Premises and will accept possession of the Project upon the Completion Date; provided that prior to such date for delivery of sole and exclusive possession, the Purchaser may take such possession of all or any part of the Project as shall not interfere with the construction or installation of the Project. The Issuer shall be permitted such continued possession of the Project as shall be necessary and convenient for it to construct or install or cause to be constructed or installed the Project. The Issuer covenants and agrees that it shall not take any action to prevent the Purchaser from having quiet and peaceable possession and enjoyment of the Project during the term of this Agreement and shall, at the request of the Purchaser and at the cost of the Purchaser, cooperate with the Purchaser in order that the Purchaser may have quiet and peaceable possession and enjoyment of the Project.

Section 5.03. **Purchase Price and Other Amounts Payable.** (a)Until the principal of, premium, if any, and interest on the Bond shall have been fully paid, the Purchaser shall pay the Purchase Price in installments and shall pay to the Sinking Fund Custodian (or to the Bondholder if a Home Office Payment Agreement is in effect) for the account of the Issuer as installments of Purchase Price, on or before December 30, 2014, and on or before each March 30, June 30, September 30, and December 30 thereafter, to and including September 30, 2024, a sum equal to the amount payable on such date as principal of, premium, if any, and interest on the Bond, as provided in the Bond Resolution. Each installment of Purchase Price under this Section due on an interest or principal payment date or prepayment date until the Bond is fully paid shall in all events be sufficient, after giving credit for funds held in the Sinking Fund available for such purpose, to pay the total amount of interest, principal, prepayment requirement, and premium, if any, payable on the Bond on the principal or interest payment date or on the prepayment date. Any installment of Purchase Price shall be reduced and need not be made to the extent that there are moneys on deposit in the Sinking Fund in excess of the amount required for the payment of the Bond theretofore matured or called for prepayment, the amount required for the payment of interest for which checks or drafts have been mailed by or on behalf of the Issuer, and past due interest in all cases where the Bond has not been presented for payment. Further, if the amount held by the Sinking Fund Custodian in the Sinking Fund should be sufficient to pay at the times required the principal of, premium, if any, and interest on the Bonds then remaining unpaid, the Purchaser shall not be obligated to make any further installment payments of Purchase Price under the provisions of this Section. There shall also be a credit against remaining installment payments of Purchase Price for any portion of the Bond purchased, redeemed, or cancelled, as provided in Article III of the Bond Resolution. Any installment payment of Purchase Price not received by the Sinking Fund Custodian or the Bondholder, as the case may be, when due shall continue as an obligation of the Purchaser until paid and shall bear interest at the rate of interest on the Bond.

(b) The Purchaser agrees to pay all reasonable out-of-pocket costs and expenses of the Issuer, the Bondholder, Bond Counsel, the Sinking Fund Custodian and the Project Fund Depository incurred in connection with their administration or modification of, or in connection with the preservation of their rights under, enforcement of, or any refinancing, renegotiation, restructuring, or termination of this Agreement or under the Bond Resolution or any instruments referred to herein or any amendment, waiver, or consent relating hereto, including, without limitation, the reasonable fees and disbursements of the Bond Registrar, the Paying Agent, the Sinking Fund Custodian, and the Project Fund Depository and the reasonable fees and disbursements of counsel for the Issuer, counsel for the Bondholder, and counsel for the Project Fund Depository.

Such additional amounts shall be billed to the Purchaser by the Issuer, the Bond Buyer, the Bondholder, the Sinking Fund Custodian or the Project Fund Depository from time to time, together with a statement certifying that the amount billed has been incurred or paid by such party for one or more of the above items. Amounts so billed shall be paid by the Purchaser within thirty (30) days after receipt of the bill by the Purchaser.

(c) In the event the Purchaser shall fail to make any of the payments required in this Section 5.03, the item or installment so in default shall continue as an obligation of the Purchaser until the amount in default shall have been fully paid.

Section 5.04. **Place of Purchase Price Payments.** The payments of Purchase Price provided for in Section 5.03(a) hereof shall be paid in lawful money of the United States of America in immediately available funds directly to the Sinking Fund Custodian for the account of the Issuer and shall be deposited in the Sinking Fund (or directly to the Bondholder if a Home Office Payment Agreement is in effect for the account of the Issuer by the method and at the address specified for such purpose by the Bondholder in writing to the Purchaser). The payment of additional amounts to be made to the Issuer, the Bond Buyer, the Bondholder, the Sinking Fund Custodian or the Project Fund Depository pursuant to Section 5.03(b) hereof shall be paid directly to the Issuer, the Bond Buyer, the Bondholder, the Sinking Fund Custodian or the Project Fund Depository for its own use.

Section 5.05. **Nature of Obligations of Purchaser Hereunder.** (a)The obligations of the Purchaser to make the payments required in Section 5.03 hereof and other sections hereof and to perform and observe any and all of the other covenants and agreements on its part contained herein shall be a general obligation of the Purchaser and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment, or counterclaim, except payment (and to the extent there exists any such defense, right of setoff or recoupment, or counterclaim on the date hereof, the same is hereby waived by the Purchaser), it may otherwise have against the Issuer or the Bondholder. The Purchaser agrees that it shall not (i) suspend, abate, reduce, abrogate, diminish, postpone, modify, or discontinue any payments provided for in Section 5.03 hereof, (ii) fail to observe any of its other agreements contained in this Agreement, or (iii) except as provided in Article VII hereof, terminate its obligations under this Agreement for any contingency, act of God, event, or cause whatsoever, including, without limiting the generality of the foregoing, failure of the Purchaser to complete the construction of the Project on behalf of the Issuer, failure of the Purchaser to occupy or to use the Project as contemplated in this Agreement or otherwise, any change or delay in the time of availability of the Project, any acts or circumstances that may impair or preclude the use or possession of the Project, any defect in the title, design, operation, merchantability, fitness, or condition of the Project, or in the suitability of the Project for the Purchaser's purposes or needs, any sale, lease or other disposition in whole or in part of the Project, failure of consideration, any declaration or finding that the Bond is unenforceable or invalid, the invalidity of any provision of this Agreement, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or the use of all or any part of the Project, failure of the Issuer's title to the Project or any part thereof, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either thereof or in the rules or regulations of any governmental authority, any sale, assignment, or encumbrance by the Purchaser of this Agreement or any of its obligations hereunder, or any failure of the Issuer to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Agreement.

(b) Nothing contained in this Section 5.05 shall be construed to release the Issuer from the performance of any of the agreements on its part herein contained. In the event the Issuer should fail to perform any such agreement on its part, the Purchaser may institute such action against the Issuer as the Purchaser may deem necessary to compel performance so long as such action does not abrogate, limit, or reduce the Purchaser's obligations hereunder. The Issuer hereby agrees that it shall not take or omit to take any action that would cause this Agreement to be terminated. The Purchaser may, however, at its own cost and expense and in its own name or in the name of the Issuer, prosecute or defend any action or proceeding or take any other action involving third persons that the Purchaser deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event the Issuer hereby agrees to cooperate fully with the Purchaser and to take all action necessary to effect the substitution of the Purchaser for the Issuer in any such action or proceeding if the Purchaser shall so request.

[End of Article V]

ARTICLE VI

ADDITIONAL COVENANTS

Section 6.01. **<u>No Warranty of Condition or Suitability by the Issuer</u>.** THE ISSUER MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, AS TO THE HABITABILITY, MERCHANTABILITY, CONDITION, OR WORKMANSHIP OF ANY PART OF THE PROJECT OR THAT THEY WILL BE SUITABLE FOR THE PURCHASER'S PURPOSES OR NEEDS.

Section 6.02. **<u>Indemnity</u>.** To the extent permitted by the statutes and Constitution of the State, the Purchaser shall protect, hold harmless, and indemnify the Issuer, the Bondholder, and the Project Fund Depository from and against any and all liability, obligations, losses, claims, and damages whatsoever, regardless of cause thereof, and expenses in connection therewith, including, without limitation, counsel fees and expenses, penalties, and interest arising out of or as the result of the entering into this Agreement or any transactions contemplated thereby; the ownership of any item of the Project; the ordering, acquisition, construction, use, operation, condition, purchase, delivery, rejection, storage, or return of any item of the Project; or any accident in connection with the construction, operation, use, condition, possession, storage, or return of any item of the Project resulting in damage to property or injury to or death of any person. The indemnification arising under this Section shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement and shall survive the termination of this Agreement for any reason.

Section 6.03. **<u>Annual Budgets and Financial Statements</u>.** (a) Commencing with the Purchaser's first Fiscal Year commencing after the date of execution and delivery of this Agreement, the Purchaser shall furnish to the Issuer and the Bondholder copies of each annual budget of the Purchaser within 30 days after the adoption of the budget by its Governing Body. The covenants on the part of the Purchaser herein contained shall be deemed to be and shall be construed to be duties imposed by law, and it shall be the duty of each and every public official of the Purchaser to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the Purchaser to carry out and perform the agreements and covenants in this Agreement agreed to be carried out and performed by the Purchaser.

(b) During the term of this Agreement, the Purchaser shall provide the Issuer and the Bondholder annually, within 180 days after the end of each Fiscal Year, its basic financial statements for each Fiscal Year, with comparative totals for the preceding Fiscal Year, which basic financial statements shall be accompanied by an audit report resulting from an audit conducted by an independent certified public accountant or firm of independent certified public accountants. The Purchaser shall also provide to the Bondholder any additional information or operating reports reasonably requested by the Bondholder.

Section 6.04. **<u>Tax Covenants</u>.** The Purchaser covenants that it will not take or omit to take any action nor permit any action to be taken or omitted that would cause the interest on the Bond to become includable in the gross income of any owner thereof.

The Purchaser further covenants and agrees that it shall comply with the representations and certifications it made in its Purchaser's Tax Certificate dated the date of issuance and delivery of the Bond and that it shall take no action nor omit to take any action that would cause such representations and certifications to be untrue.

[End of Article VI]

ARTICLE VII

ASSIGNMENT; PURCHASE PRICE PREPAYMENTS

Section 7.01. **No Assignment by Purchaser.** This Agreement may not be sold, assigned, or encumbered by the Purchaser without the prior written consent of the Issuer and the Bondholder.

Section 7.02. **Prepayment of Bond.** The Issuer, at the written request of the Purchaser at any time and if the Bond is then callable or available for purchase, and if there are funds available therefor, shall forthwith take all steps that may be necessary under the applicable prepayment or purchase provisions of the Bond Resolution to effect prepayment or purchase of all or part of the then O utstanding Bond, as may be specified by the Purchaser, on the earliest date on which such prepayment or purchase may be made under such applicable provisions.

Section 7.03. **Prepayment of Purchase Price.** There is expressly reserved to the Purchaser the right, and the Purchaser is authorized and permitted, at any time it may choose, to prepay all or any part of the Purchase Price and other amounts payable under Section 5.03 hereof, and the Issuer agrees that the Bondholder may accept such prepayments of Purchase Price and other amounts when the same are tendered by the Purchaser. All Purchase Price and other amounts so prepaid shall at the written direction of the Purchaser be credited toward the Purchase Price and other amounts specified in Section 5.03 hereof, in the order of their due dates, or applied to the retirement of the Bond prior to maturity (either by prepayment or purchase) in accordance with the Bond Resolution.

Section 7.04. **Option to Prepay the Purchase Price and Prepay the Bond at Prior Optional Prepayment Dates.** The Purchaser shall also have the option to prepay Purchase Price and other amounts payable under this Agreement in such manner and amounts as will enable the Issuer to prepay the Bond prior to maturity, in whole or in part on any date, as provided in Section 301 of the Bond Resolution. The Purchase Price and other amounts payable by the Purchaser in the event of its exercise of the option granted under this Section shall be (i), in the case of partial prepayment, the amount necessary to pay principal, all interest to accrue to the prepayment date, the applicable prepayment premium, as provided in Section 301 of the Bond Resolution, and any prepayment expense, and (ii) in the case of a total prepayment, the amounts set forth in Article XI of the Bond Resolution and the applicable prepayment premium, as set forth in Section 301 of the Bond Resolution.

[End of Article VII]

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

Section 8.01. **Events of Default Defined.** The following shall be "Events of Default" under this Agreement, and the terms "Event of Default" or "Default" shall mean, whenever they are used in this Agreement, any one or more of the following events:

(a) The Purchaser's failure to pay the amounts required to be paid under Section 5.03(a) of this Agreement at the times specified therein.

(b) The Purchaser's breach in any material respect of any representation or warranty contained in this Agreement or the Purchaser's failure to observe, perform, or comply with any covenant, condition, or agreement in this Agreement on the part of the Purchaser to be observed or performed, other than as referred to in subsection (a) of this Section 8.01, for a period of thirty (30) days after written notice specifying such breach or failure and requesting that it be remedied, given to the Purchaser by the Issuer or the Bondholder, unless the Bondholder shall agree in writing to an extension of such time prior to its expiration. In the case of any such breach or default that cannot with due diligence be cured within such thirty (30) day period but can be wholly cured within a period of time not materially detrimental to the rights of the Issuer and the Bondholder, to be determined conclusively by the Bondholder, it shall not constitute an Event of Default if corrective action is instituted by the Purchaser within the applicable period and diligently pursued until the breach or default is corrected in accordance with and subject to any directions or limitations of time established in writing by the Bondholder.

(c) The Purchaser shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, custodian, trustee, or liquidator of it or of all or a substantial part of its property; (ii) enter into an agreement of composition with its creditors; (iii) admit in writing its inability to pay its debts as such debts become due; (iv) make a general assignment for the benefit of its creditors; (v) commence a voluntary case under the federal bankruptcy law (as now or hereafter in effect); (vi) file a petition or answer seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fail to controvert in a timely or appropriate manner or acquiesce in writing to any petition filed against it in an involuntary case under such federal bankruptcy law; or (viii) take any action for the purpose of effecting any of the foregoing.

(d) A proceeding or case shall be commenced, without the application of the Purchaser, in any court of competent jurisdiction, seeking (i) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts of the Purchaser; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of the Purchaser or of all or any substantial part of the assets of it; or (iii) similar relief in respect of the Purchaser under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition and adjustment of debts, and such proceeding or case shall continue undismissed or an order, judgment, or decree approving or ordering any of the foregoing shall be entered and shall continue unvacated and unstayed and in effect for a period of sixty (60) days, whether consecutive or not.

Section 8.02. **Remedies on Default.** Whenever any Event of Default referred to in Section 8.01 hereof shall have happened and be continuing, the Issuer, in its discretion, may exercise any one or more of the following remedies:

(a) The Issuer may have access to and inspect, examine, and make copies of the books and records and any and all accounts and similar data of the Purchaser.

(b) The Issuer may from time to time take whatever action at law or in equity or under the terms of this Agreement may appear necessary or desirable to collect the Purchase Price and other amounts payable by the Purchaser hereunder then due or thereafter to become due, or to enforce performance and observance of any obligation, agreement, or covenant of the Purchaser under this Agreement.

No action taken pursuant to this Section 8.02 shall relieve the Purchaser from its obligations pursuant to Section 5.03 hereof, all of which shall survive any such action, and the Issuer may take whatever action at law or in equity as may appear necessary and desirable to collect the Purchase Price and other amounts then due and thereafter to become due or to enforce the performance and observance of any obligation, agreement, or covenant of the Purchaser hereunder.

Section 8.03. **No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article VIII, it shall not be necessary to give any notice, other than such notice as may be herein expressly required. Such rights and remedies as are given the Issuer hereunder shall also extend to the Bondholder, and the Bondholder shall be deemed a third party beneficiary of all covenants and agreements herein contained.

Section 8.04. **Agreement to Pay Fees and Expenses.** In the event the Purchaser should default under any of the provisions of this Agreement and the Issuer or the Bondholder should employ attorneys, accountants, or other experts or incur other expenses for the collection of Purchase Price and other amounts due hereunder or the enforcement of performance or observance of any obligation or agreement on the part of the Purchaser herein contained, the Purchaser agrees that it shall on demand therefor pay to the Issuer or to the Bondholder for the account of the Issuer the reasonable fees of such attorneys, accountants, or other experts and such other expenses so incurred by the Issuer or the Bondholder. Any attorneys' fees required to be paid by the Purchaser under this Agreement shall include attorneys' and paralegals' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals.

Section 8.05. **Waiver of Events of Default.** The Issuer may waive any Event of Default hereunder and its consequences. In case of any such waiver, or in case any proceeding taken by the Issuer or the Bondholder on account of any such Event of Default shall be discontinued or abandoned or determined adversely to the Issuer or the Bondholder, then and in every such case the Issuer and the Purchaser shall be restored to their former position and rights hereunder, but no such waiver or rescission shall extend to or affect any subsequent or other Event of Default or impair or exhaust any right, power, or remedy consequent thereon.

[End of Article VIII]

ARTICLE IX

MISCELLANEOUS

Section 9.01. Notices. All notices, certificates, and other communications provided for hereunder shall be in writing and sent (a) by telecopy if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (b) by registered or certified mail with return receipt requested (postage prepaid), or (c) by a recognized overnight delivery service (with charges prepaid). Any such notice must be sent to any party hereto at the following addresses or to such other address as any party hereto shall have specified in writing to the other party:

If to the Issuer:	City of Peachtree City Public Facilities Authority 151 Willow Bend Road Peachtree City, Georgia 30269 Attention: Chairperson
If to the Purchaser:	Peachtree City, Georgia 151 Willow Bend Road Peachtree City, Georgia 30114 Attention: City Manager
If to the Bondholder:	PNC Bank, National Association 1075 Peachtree Street, Suite 1800 Atlanta, Georgia 30309 Attn: Charles DiGiacomo

Notices under this Section 9.01 will be deemed given only when actually received. A duplicate copy of each notice, certificate, or other communication given hereunder shall also be given to the Bondholder.

Section 9.02. Construction and Binding Effect. This Agreement constitutes the entire agreement of the parties and supersedes any prior agreements. This Agreement shall inure to the benefit of and shall be binding upon the Issuer, the Purchaser, and their respective successors and assigns, subject, however, to the limitations contained in Section 7.01 hereof.

Section 9.03. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 9.04. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in the Sinking Fund, the Project Fund or other funds provided for herein upon expiration or sooner termination of this Agreement, as provided in this Agreement, after payment in full of the Bond (or provision for payment thereof having been made in accordance with the provisions of the Bond Resolution), the fees, charges, and expenses of the Issuer, the Bondholder, the Sinking Fund Custodian and the Project Fund Depository, in accordance with the terms hereof, and all sums due and owing to the Issuer, shall belong to and be paid to the Purchaser by the Issuer as overpayment of Purchase Price.

Section 9.05. **Amendments, Changes, and Modifications.** This Agreement may not be amended, changed, modified, altered, or terminated, and the observance of any term hereof may not be waived, without the prior written consent of the Bondholder.

Section 9.06. **Execution of Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 9.07. **Law Governing Construction of this Agreement.** This Agreement is prepared and entered into with the intention that the law of the State, exclusive of such state's rules governing choice of law, shall govern its construction.

Section 9.08. **Immunity of Officials, Officers, and Employees of Issuer and Purchaser.** No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Issuer or the Purchaser contained in this Agreement or for any claim based hereon or otherwise in respect hereof against any member of a Governing Body, officer, or employee, as such, in his individual capacity, past, present, or future, of the Issuer, the Purchaser, or any successor body, whether by virtue of any constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly agreed and understood that this Agreement is solely a corporate obligation of the Purchaser and the Issuer payable only from the funds and assets of the Purchaser and the Issuer herein specifically provided to be subject to such obligation and that no personal liability whatsoever shall attach to, or be incurred by, any member of a Governing Body, officer, or employee, as such, past, present, or future, of the Purchaser or the Issuer, or of any successor corporation, either directly or through the Purchaser, the Issuer, or any successor corporation, under or by reason of any of the obligations, covenants, promises, or agreements entered into between the Issuer and the Purchaser whether contained in this Agreement or in the Bond Resolution or to be implied herefrom or therefrom as being supplemental hereto or thereto, and that all personal liability of that character against every such member of a Governing Body, officer, and employee is, by the execution of this Agreement and as a condition of and as part of the consideration for the execution of this Agreement, expressly waived and released. The immunity of members of a Governing Body, officers, and employees of the Issuer and the Purchaser under the provisions contained in this Section 9.08 shall survive the completion of the Project and the termination of this Agreement.

[End of Article IX]

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Issuer has executed this Agreement by causing its name to be hereunto subscribed by its Chairperson and by causing the official seal of the Issuer to be impressed hereon and attested by its Secretary; and the Purchaser has executed this Agreement by causing its name to be hereunto subscribed by its Mayor and by causing the official seal of the Purchaser to be impressed hereon and attested by its City Clerk; all being done as of the day and year first above written.

CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY

(SEAL)

By:____________________________________
Chairperson

Attest:

____
Secretary

PEACHTREE CITY, GEORGIA

(SEAL)

By:____________________________________
Mayor

Attest:

____
City Clerk

Exhibit A

TRACT I

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 32, 33 and 44 of the 6th District of Fayette County and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, begin at the common corner of Land Lots 29, 30, 32 and 33 of the 6th District of Fayette County, Georgia, running thence north 89 degrees 15 minutes 42 seconds west along the south line of Land Lot 33 (being the north line of Land Lot 32) a distance of 164.88 feet to a point; running thence north 50 degrees 26 minutes 26 seconds west a distance of 969.51 feet to a point and the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, run thence north 50 degrees 26 minutes 26 seconds west a distance of 70 feet to a 3/4" iron pin found; running thence south 39 degrees 33 minutes 34 seconds west a distance of 1,334.51 feet to an iron pin set (herein referred to as "Point A"); continuing thence south 39 degrees 33 minutes 34 seconds west a distance of 40 feet, more or less, to the centerline of Blank Creek; running thence in a generally westerly and northwesterly direction along the centerline of said creek and following the meanderings thereof a distance of 2,474.91 feet, more or less, to a point; thence leaving the centerline of said creek, run north 40 feet, more or less, to an iron pin set (said iron pin being hereinafter referred to as "Point B"); Point B being north 58 degrees 23 minutes 27 seconds west a distance of 1,833.52 feet from Point A; from Point B running thence north 39 degrees 33 minutes 34 seconds east a distance of 1,149.01 feet to an iron pin set; running thence north 14 degrees 17 minutes 59 seconds east a distance of 171.32 feet to an iron pin set; running thence north 49 degrees 10 minutes 38 seconds east a distance of 227.76 feet to an iron pin set; running thence north 52 degrees 32 minutes 10 seconds east a distance of 176.25 feet to an iron pin set; running thence north 59 degrees 48 minutes 26 seconds east a distance of 338.32 feet to an iron pin set on the southwest line of the right of way of Georgia State Highway #74 (a road having a 100 foot right of way); running thence in a generally southeasterly direction along the southwesterly line of the right of way of Georgia State Highway #74 and along the arc of a curve to the left an arc distance of 500.60 feet (the chord of said curve having a bearing of south 40 degrees 48 minutes 42 seconds and a length of 498.32 feet) to a point; running thence south 50 degrees 17 minutes 41 seconds east along the southwest line of the right of way of Georgia State Highway #74 a distance of 1,334.16 feet to a point; thence leaving the right of way of Georgia State Highway #74, run south 05 degrees 26 minutes 26 seconds east a distance of 42.43 feet to a point; running thence south 39 degrees 33 minutes 34 seconds west a distance of 309.59 feet to a point and the TRUE POINT OF BEGINNING; being the same property identified as "Tract A" and shown as containing 86.84 acres, more or less, on that certain Plat of Survey dated April 28, 1994 and last revised May 12, 1994, prepared for the City of Peachtree City by Southeast Engineers, Inc. (A. Farrow Walls, Georgia Registered Land Surveyor No. 2140); a reduced copy of said plat being attached hereto as Exhibit "A" and made a part hereof.

TRACT 2

ALL THAT TRACT or parcel of land lying and being in Land Lots 33 and 44 of the 6th Land District, City of Peachtree City, Fayette County, Georgia, and being more particularly described as follows:

To Find The True Point of Beginning, commence at the corner common to Land Lots 29, 30, 32 and 33 of the 6th Land District of Fayette County, Georgia, and run thence along the boundary line common to Land Lots 32 and 33, north 89 degrees 15 minutes 42 seconds west a distance of 164.88 feet to a point; run thence north 50 degrees 26 minutes 26 seconds west a distance of 969.51 feet to a point; run thence north 39 degrees 33 minutes 34 seconds east a distance of 309.59 feet; run thence north 5 degrees 26 minutes 26 seconds west a distance of 42.43 feet to a point on the southwesterly right-of-way line of Georgia State Highway No. 74 (100` r/w); run thence along said right-of-way line north 50 degrees 17 minutes 41 seconds west a distance of 1,334.16 feet to a point; run thence along said right-of-way line along the arc of a curve to the right a distance of 500.60 feet to an iron pin set, which marks the True Point of Beginning, said arc being subtended by a chord bearing north 40 degrees 48 minutes 42 seconds west a distance of 498.32 feet and having a radius of 1,512.30 feet, run thence along said right-of-way line along the arc of a curve to the right a distance of 56.12 feet to a point, said arc being subtended by a chord bearing north 30 degrees 15 minutes 56 seconds west a distance of 56.12 feet and having a radius of 1,512.30 feet; run thence along said right-of-way line north 29 degrees 12 minutes 9 seconds west a distance of 509.63 feet to a point; run thence along said right-of-way line along the arc of a curve to the left a distance of 579.42 feet to an iron pin set, said arc being subtended by a chord bearing north 33 degrees 48 minutes 59 seconds west a distance of 578.79 feet and having a radius of 3,597.73 feet; run thence south 40 degrees 27 minutes 14 seconds west a distance of 917.91 feet to an iron pin set; run thence south 4 degrees 15 minutes 59 seconds west a distance of 1,845.38 feet to a point; run thence north 39 degrees 33 minutes 34 seconds east a distance of 1,189.01 feet to an iron pin set; run thence north 14 degrees 17 minutes 59 seconds east a distance 171.32 feet to an iron pin set; run thence north 49 degrees 10 minutes 38 seconds east a distance of 227.76 feet to an iron pin set; run thence north 22 degrees 32 minutes 10 seconds east a distance of 176.25 feet to an iron pin set; run thence north 59 degrees 48 minutes 26 seconds east a distance of 338.32 feet to an iron pin set at the True Point of Beginning as established above; being shown and described as Tract "B," containing 35.96 acres, on that certain plat of survey prepared for the City of Peachtree City, by A. Farrow Walls, Georgia Registered Land Surveyor No. 2140, dated April 28, 1994, last revised May 12, 1994.

EXHIBIT B

DESCRIPTION OF EQUIPMENT

All fixtures, equipment, furnishings, and other personal property that are to be acquired with the proceeds of the Bond.

AFTER RECORDING
RETURN TO:

Teresa P. Finister
Murray Barnes Finister LLP
3525 Piedmont Road
5 Piedmont Center
Suite 515
Atlanta, GA 30305

STATE OF GEORGIA

COUNTY OF FAYETTE

LIMITED WARRANTY DEED

This LIMITED WARRANTY DEED (this "Deed") dated as of the date hereof by and between PEACHTREE CITY, GEORGIA, a municipal corporation of the State of Georgia acting through its Mayor and Council, as grantor (the "Grantor") in favor of the CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY, a duly created and validly existing public body corporate and politic and public corporation of the State of Georgia acting through its members, as grantee (the "Grantee") (the terms Grantor and Grantee to include their respective heirs, legal representatives, successors and assigns where the context hereof requires or permits):

WITNESSETH:

The Grantor, in consideration of the sum of Ten Dollars ($10.00) by it in hand paid at and before the sealing of these presents (the receipt and sufficiency of which are hereby acknowledged), has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey, unto the Grantee, its successors and assigns, the Grantor's interest in and to the land lying in Fayette County, Georgia, within the limits of Peachtree City, Georgia, described in Exhibit A hereto, which is by this reference incorporated herein and made a part hereof by this reference, together with all buildings and other improvements located thereon, and all rights, members and appurtenances in any manner appertaining or belonging thereto (such land, together with such buildings and improvements, rights, members and appurtenances being hereinafter referred to as "Property");

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns, forever in FEE SIMPLE.

AND GRANTOR WILL WARRANT and forever defend the right and title to the Property unto Grantee, its successors and assigns, against the claims of all persons owning, holding or claiming by, through or under the Grantor.

IN WITNESS WHEREOF, Peachtree City, Georgia has caused these presents to be executed in its name and its corporate seal to be hereto affixed as of this 1st day of October, 2014.

PEACHTREE CITY, GEORGIA

(Seal)

By:____________________________________
Mayor

Attest:

____
Clerk

Signed, sealed and
Delivered in the presence of:

____
Unofficial Witness

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The following is a legal description of the tracts of land that compose the Property to be conveyed:

TRACT I

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lots 32, 33 and 44 of the 6th District of Fayette County and being more particularly described as follows:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, begin at the common corner of Land Lots 29, 30, 32 and 33 of the 6th District of Fayette County, Georgia, running thence north 89 degrees 15 minutes 42 seconds west along the south line of Land Lot 33 (being the north line of Land Lot 32) a distance of 164.88 feet to a point; running thence north 50 degrees 26 minutes 26 seconds west a distance of 969.51 feet to a point and the TRUE POINT OF BEGINNING; from said TRUE POINT OF BEGINNING, run thence north 50 degrees 26 minutes 26 seconds west a distance of 70 feet to a 3/4" iron pin found; running thence south 39 degrees 33 minutes 34 seconds west a distance of 1,334.51 feet to an iron pin set (herein referred to as "Point A"); continuing thence south 39 degrees 33 minutes 34 seconds west a distance of 40 feet, more or less, to the centerline of Blank Creek; running thence in a generally westerly and northwesterly direction along the centerline of said creek and following the meanderings thereof a distance of 2,474.91 feet, more or less, to a point; thence leaving the centerline of said creek, run north 40 feet, more or less, to an iron pin set (said iron pin being hereinafter referred to as "Point B"); Point B being north 58 degrees 23 minutes 27 seconds west a distance of 1,833.52 feet from Point A; from Point B running thence north 39 degrees 33 minutes 34 seconds east a distance of 1,149.01 feet to an iron pin set; running thence north 14 degrees 17 minutes 59 seconds east a distance of 171.32 feet to an iron pin set; running thence north 49 degrees 10 minutes 38 seconds east a distance of 227.76 feet to an iron pin set; running thence north 52 degrees 32 minutes 10 seconds east a distance of 176.25 feet to an iron pin set; running thence north 59 degrees 48 minutes 26 seconds east a distance of 338.32 feet to an iron pin set on the southwest line of the right of way of Georgia State Highway #74 (a road having a 100 foot right of way); running thence in a generally southeasterly direction along the southwesterly line of the right of way of Georgia State Highway #74 and along the arc of a curve to the left an arc distance of 500.60 feet (the chord of said curve having a bearing of south 40 degrees 48 minutes 42 seconds and a length of 498.32 feet) to a point; running thence south 50 degrees 17 minutes 41 seconds east along the southwest line of the right of way of Georgia State Highway #74 a distance of 1,334.16 feet to a point; thence leaving the right of way of Georgia State Highway #74, run south 05 degrees 26 minutes 26 seconds east a distance of 42.43 feet to a point; running thence south 39 degrees 33 minutes 34 seconds west a distance of 309.59 feet to a point and the TRUE POINT OF BEGINNING; being the same property identified as "Tract A" and shown as containing 86.84 acres, more or less, on that certain Plat of Survey dated April 28, 1994 and last revised May 12, 1994, prepared for the City of Peachtree City by Southeast Engineers, Inc. (A. Farrow Walls, Georgia Registered Land Surveyor No. 2140); a reduced copy of said plat being attached hereto as Exhibit "A" and made a part hereof.

TRACT 2

ALL THAT TRACT or parcel of land lying and being in Land Lots 33 and 44 of the 6th Land District, City of Peachtree City, Fayette County, Georgia, and being more particularly described as follows:

To Find The True Point of Beginning, commence at the corner common to Land Lots 29, 30, 32 and 33 of the 6th Land District of Fayette County, Georgia, and run thence along the boundary line common to Land Lots 32 and 33, north 89 degrees 15 minutes 42 seconds west a distance of 164.88 feet to a point; run thence north 50 degrees 26 minutes 26 seconds west a distance of 969.51 feet to a point; run thence north 39 degrees 33 minutes 34 seconds east a distance of 309.59 feet; run thence north 5 degrees 26 minutes 26 seconds west a distance of 42.43 feet to a point on the southwesterly right-of-way line of Georgia State Highway No. 74 (100` r/w); run thence along said right-of-way line north 50 degrees 17 minutes 41 seconds west a distance of 1,334.16 feet to a point; run thence along said right-of-way line along the arc of a curve to the right a distance of 500.60 feet to an iron pin set, which marks the True Point of Beginning, said arc being subtended by a chord bearing north 40 degrees 48 minutes 42 seconds west a distance of 498.32 feet and having a radius of 1,512.30 feet, run thence along said right-of-way line along the arc of a curve to the right a distance of 56.12 feet to a point, said arc being subtended by a chord bearing north 30 degrees 15 minutes 56 seconds west a distance of 56.12 feet and having a radius of 1,512.30 feet; run thence along said right-of-way line north 29 degrees 12 minutes 9 seconds west a distance of 509.63 feet to a point; run thence along said right-of-way line along the arc of a curve to the left a distance of 579.42 feet to an iron pin set, said arc being subtended by a chord bearing north 33 degrees 48 minutes 59 seconds west a distance of 578.79 feet and having a radius of 3,597.73 feet; run thence south 40 degrees 27 minutes 14 seconds west a distance of 917.91 feet to an iron pin set; run thence south 4 degrees 15 minutes 59 seconds west a distance of 1,845.38 feet to a point; run thence north 39 degrees 33 minutes 34 seconds east a distance of 1,189.01 feet to an iron pin set; run thence north 14 degrees 17 minutes 59 seconds east a distance 171.32 feet to an iron pin set; run thence north 49 degrees 10 minutes 38 seconds east a distance of 227.76 feet to an iron pin set; run thence north 22 degrees 32 minutes 10 seconds east a distance of 176.25 feet to an iron pin set; run thence north 59 degrees 48 minutes 26 seconds east a distance of 338.32 feet to an iron pin set at the True Point of Beginning as established above; being shown and described as Tract "B," containing 35.96 acres, on that certain plat of survey prepared for the City of Peachtree City, by A. Farrow Walls, Georgia Registered Land Surveyor No. 2140, dated April 28, 1994, last revised May 12, 1994.

BOND PLACEMENT AGREEMENT

September 18, 2014

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

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

Re: City of Peachtree City Public Facilities Authority Revenue Bond (Peachtree City Recreation Project), Series 2014

Ladies and Gentlemen:

The City of Peachtree City Public Facilities Authority (the "Issuer") wishes to issue and sell the above-referenced bond (the "Bond") in a private placement offering (the "Offering") for the purpose of obtaining funds to finance the costs of acquiring, constructing, and installing recreational facilities (the "Project"), to be sold by the Issuer to Peachtree City, Georgia (the "Purchaser") for installment payments of purchase price sufficient in time and amount to enable the Issuer to pay debt service on the Bond when due. The Issuer and the Purchaser desire to retain Robert W. Baird & Co. Incorporated (the "Placement Agent") to act as their exclusive placement agent for the Offering, on the terms and conditions set forth below.

1. The Issuer and the Purchaser hereby appoint the Placement Agent to act as their exclusive placement agent in connection with the sale of the Bond and authorize the Placement Agent, as their exclusive placement agent, to arrange a private placement of the Bond at an interest rate and for a price satisfactory to the Issuer and the Purchaser. Subject to the Placement Agent's satisfactory completion of its due diligence review of the Issuer and the Purchaser, the Placement Agent hereby accepts such appointment to act as your exclusive placement agent for the Offering.

2. It is understood by and among the parties hereto that the Bond will be sold to a single purchaser (the "Bond Buyer"), which shall be an "accredited investor" within the meaning of Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "Act"). The Bond Buyer will, as a condition to the sale of the Bond to the Bond Buyer, be required to execute and deliver to the Issuer, the Purchaser, and the Placement Agent an investment letter in the form attached hereto as Exhibit A. As placement agent, we will use our best efforts to identify potential purchasers of the Bond and introduce them to the Issuer and the Purchaser. The Bond will not be rated by any rating agency. The sale of the Bond is to be made directly by the Issuer to the Bond Buyer pursuant to an agreement to be entered into by the Bond Buyer and the Issuer, which shall contain customary representations, warranties, and covenants on behalf of the Issuer and contain such other terms and conditions as shall be agreed to by the Issuer and the Bond Buyer.

3. The Issuer and the Purchaser represent and warrant to the Placement Agent that they have not, directly or indirectly, made any offers or sales of the Bond or securities having the same purpose as the Bond during the six month period ending on the date of this letter and have no intention of making an offer or sale of the Bond or securities having the same purpose as the Bond for a period of six months after completion of the Offering, except for the offering of the Bond through the Placement Agent pursuant hereto. As used herein, the terms "offer" and "sale" have the meanings specified in Section 2(3) of the Act.

4. The parties agree that:

(a) The Purchaser shall furnish the Placement Agent with such information (the "Information"), including financial statements and budgets, with respect to the affairs, operations, assets, and liabilities of the Purchaser as the Placement Agent may reasonably request for use in connection with the offering of the Bond. The Placement Agent may rely upon the accuracy and completeness of the Information without independent verification. The Purchaser shall be solely responsible for the contents of the Information and any and all other written or oral communications provided to any actual or prospective purchaser of the Bond with the approval of the Purchaser. The Purchaser represents and warrants that the Information and such other communications will not, as of the date of the offer or sale of the Bond, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Purchaser authorizes the Placement Agent to provide the Information and such other communications to prospective purchasers of the Bond. The parties agree that marketing for the Bond will commence upon completion to the parties' reasonable mutual satisfaction of the Information and the Placement Agent's completion of its due diligence.

(b) The Issuer shall take such action (if any) as the Placement Agent may reasonably request to qualify the Bond for offer and sale under the securities laws of such states as the Placement Agent, the Purchaser, and the Issuer agree upon; provided that in connection therewith the Issuer will not be required to qualify as a foreign corporation or file a general consent to service of process. The Issuer and the Purchaser agree that they will make any filings or take other actions required under applicable state securities laws to permit the sale of the Bond.

(c) In order to allow proper coordination of the Offering, during the term of this engagement, the Issuer and the Purchaser shall promptly notify the Placement Agent of any potential purchasers known to the Issuer or the Purchaser to be interested in purchasing the Bond. In addition, the Issuer and the Purchaser shall keep the Placement Agent fully and promptly informed of the status of any discussions or negotiations between the Issuer or the Purchaser and any potential purchaser of the Bond.

5. (a) The Issuer and the Purchaser each represents and warrants to the Placement Agent that all representations and warranties made by it in writing to the Bond Buyer will be true and correct as of the date of the initial sale of the Bond (the "Closing Date").

(b) The Issuer and the Purchaser shall each furnish to the Placement Agent an opinion of its counsel, addressed to the Placement Agent and the Bond Buyer, dated the Closing Date, addressing such matters as are customary in the context of the Offering and in form and substance satisfactory to the Placement Agent. The Issuer and the Purchaser shall each furnish to the Placement Agent such additional certificates and other documents, agreements, and opinions as the Placement Agent and its counsel may reasonably request to evidence performance of or compliance with the provisions hereof and the transactions contemplated hereby, all such certificates and other documents to be satisfactory in form and substance to the Placement Agent. The Placement Agent may rely on the representations and warranties of the Issuer and the Purchaser contained in the contracts related to the Bond and in the certificates and documents as may be delivered in connection with the issuance of the Bond.

6. The Placement Agent hereby covenants that, upon request, it will provide the Issuer and the Purchaser with a complete list of all potential purchasers that it has contacted regarding their interest in purchasing the Bond, such list to be provided at such time or times as the Issuer or the Purchaser shall reasonably request.

7. The Placement Agent's aggregate fee for introducing the Bond Buyer to the Issuer and the Purchaser will be an amount equal to $30,000. Such fee shall be payable by the Issuer on the Closing Date from the proceeds of the sale of the Bond. In addition, whether or not the sale of the Bond is completed, the Purchaser shall reimburse the Placement Agent upon demand for its reasonable out-of-pocket expenses (including fees and expenses of counsel) incurred in connection with its acting as placement agent hereunder; provided, however, that the Placement Agent's direct expenses (excluding fees and expenses of counsel) shall not exceed $500 without the prior written approval of the Purchaser.

8. If, in connection with the services or matters that are the subject of this letter agreement, the Placement Agent or any controlling person, affiliate, director, officer, employee, or agent of the Placement Agent (the Placement Agent and each such other person referred to herein as an "Indemnified Person") becomes involved in any capacity in any lawsuit, claim, or other proceeding for which indemnity may be sought pursuant to this Section 8, the Purchaser, to the extent permitted by Georgia law, shall immediately reimburse such Indemnified Person for any and all legal or other expenses reasonably incurred by such Indemnified Person in connection with investigating, preparing to defend, or defending such lawsuit, claim, or other proceeding. The Purchaser also agrees, to the extent permitted by Georgia law, to indemnify each Indemnified Person from, and hold it harmless against, any and all losses, claims, damages, liabilities, or expenses to which such Indemnified Person may become subject (i) arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in, or incorporated by reference in, the Information or any other written or oral communication provided by the Purchaser to any actual or prospective purchaser of the Bond or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading or (ii) arising in any manner out of or in connection with the services or matters that are the subject of this letter agreement, including, without limitation, the offer and sale of the Bond; provided, however, that the Purchaser shall not be liable under clause (ii) of this sentence in respect of any loss, claim, damage, liability, or expense to the extent that it is finally judicially determined by a court of competent jurisdiction that such loss, claim, damage, or liability resulted directly from the negligence or willful misconduct of an Indemnified Person in the performance of the services hereunder.

The Purchaser agrees that, to the extent permitted by Georgia law, the indemnification and reimbursement commitments set forth in this Section 8: (i) shall apply whether or not any Indemnified Person is a formal party to any such lawsuit, claim, or other proceeding and (ii) are in addition to any liability that the Purchaser may otherwise have to any Indemnified Person. The Purchaser agrees that, unless a final judicial determination is made to the effect specified in the proviso to clause (ii) of the last sentence in the preceding paragraph or the Placement Agent grants its prior written consent, any settlement of a lawsuit, claim, or other proceeding against the Purchaser arising out of the transactions contemplated by this letter agreement that is entered into by the Purchaser shall include a release from the party bringing such lawsuit, claim, or other proceeding of each Indemnified Person, which release shall be reasonably satisfactory to the Placement Agent. The Issuer and the Purchaser further agree, to the extent permitted by Georgia law, that no Indemnified Person shall have any liability (whether direct or indirect, in contract, tort, or otherwise) to the Issuer or the Purchaser in connection with the Placement Agent's engagement hereunder, except for such losses, claims, damages, or liabilities incurred by the Issuer or the

Purchaser that are finally judicially determined by a court of competent jurisdiction to have resulted directly from the negligence or willful misconduct of such Indemnified Person. The Purchaser will not be liable for any settlement of any lawsuit, claim, or other proceeding effected without its consent, which shall not be unreasonably withheld.

The Purchaser and the Placement Agent agree that if such indemnification or reimbursement sought pursuant to this Section 8 is finally judicially determined by a court of competent jurisdiction to be unavailable, then, whether or not the Placement Agent is the Indemnified Person, the Purchaser and the Placement Agent shall contribute to the losses, claims, damages, liabilities, and expenses for which such indemnification or reimbursement is held unavailable (i) in such proportion as is appropriate to reflect the relative benefits to the Purchaser, on one hand, and the Placement Agent, on the other, in connection with the transactions to which such indemnification or reimbursement relates; or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) but also the relative faults of the Purchaser, on the one hand, and the Placement Agent, on the other, as well as any other equitable considerations.

Upon receipt by an Indemnified Party of actual notice of a lawsuit, claim, or other proceeding as to which indemnification may be sought hereunder, such Indemnified Party shall promptly notify the Purchaser of the nature and basis therefor. In addition, an Indemnified Party shall promptly notify the Purchaser after any action is commenced against the Indemnified Party (by way of service with a summons or other legal process) and shall transmit a copy to the address of the Purchaser. The Purchaser may assume the defense of any lawsuit, claim, or other proceeding against such Indemnified Party in respect of which indemnity may be sought hereunder, including, without limitation, the employment of counsel reasonably satisfactory to such Indemnified Party and the payment of the fees and expenses of such counsel and necessary experts, in which event the Purchaser shall not be liable for the fees and expenses of any other counsel retained by such Indemnified Party in connection with such lawsuit, claim, or proceeding.

9. The term of the Placement Agent's appointment and authorization hereunder shall extend from the date hereof through October 31, 2014 or such other date as may be mutually agreed by the parties to this letter agreement. The provisions of Section 8 and this Section 9 shall survive any termination of this Agreement. If during a period of twelve (12) months following the termination of this Agreement, the Issuer sells the Bond or securities having the same purpose as the Bond through a private placement to purchasers that were contacted by the Placement Agent in its capacity as placement agent hereunder, then the Issuer and the Purchaser shall pay to the Placement Agent upon the completion of such sale a fee equal to the Placement Fee that would have been payable to the Placement Agent pursuant to Section 7 if the sale occurred during the term of the Placement Agent's appointment and authorization hereunder. Within 30 days after termination of this letter agreement, the Placement Agent shall provide the Issuer and the Purchaser a list of potential purchasers that were contacted by the Placement Agent in its capacity as placement agent hereunder.

10. Except as otherwise contemplated by this letter agreement, the parties to this letter agreement each represent to each other that there is no other person or entity that is entitled to a finder's fee or any type of brokerage commission in connection with the transactions contemplated by this letter agreement as a result of any agreement or understanding with it. The Issuer and the Purchaser further agree not to enter into any such agreement or understanding during the term of this letter agreement.

11. In the event of consummation of the issuance of the Bond, the Placement Agent shall have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Issuer and the Purchaser hereunder, provided that the Placement Agent will

submit a copy of any such advertisements to the Issuer and the Purchaser for their approval, which approval shall not be unreasonably withheld.

12. The invalidity or unenforceability of any provision of this letter agreement shall not affect the validity or enforceability of any other provisions of this letter agreement, which shall remain in full force and effect.

13. This letter agreement may not be amended or modified except in writing signed by each of the parties hereto. This letter agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and supersedes all previous agreements that may exist with respect thereto and shall be binding upon and inure to the benefit of the Issuer, the Purchaser, the Placement Agent, and the other Indemnified Persons and their respective successors, assigns, heirs, and personal representatives.

14. This letter agreement and the engagement represented hereby shall be governed by the laws of the State of Georgia.

15. This letter agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be the same agreement.

16. The Issuer and the Purchaser hereby agree that the Placement Agent will be acting as the Issuer's and the Purchaser's agent in the introduction of potential purchasers of the Bond and that the Placement Agent's responsibility in this transaction is limited to a "best efforts" basis in identifying potential purchasers of the Bond, with no understanding, expressed or implied, of a commitment by the Placement Agent to purchase or place the Bond.

If the foregoing correctly sets forth the understanding and agreement among the Issuer, the Purchaser, and the Placement Agent, please so indicate in the space provided below, whereupon this letter shall constitute a binding agreement as of the date first above written.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED

By:______________________________

Authorized Officer

ACCEPTED AND AGREED TO:

CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY

By:____________________________________
Chairperson

PEACHTREE CITY, GEORGIA

By:____________________________________
Mayor

Exhibit A

INVESTMENT LETTER

October 9, 2014

City of Peachtree City Public Facilities Authority
Peachtree City, Georgia

Murray Barnes Finister LLP
Atlanta, Georgia

Robert W. Baird & Co. Incorporated
Atlanta, Georgia

Council of Peachtree City
Peachtree City, Georgia

Re: $3,065,000 City of Peachtree City Public Facilities Authority Revenue Bond (Peachtree City Recreation Project), Series 2014

To the Addressees:

The undersigned is a duly authorized officer of PNC Bank, National Association ("Purchaser"). The undersigned acknowledges receipt, on behalf of Purchaser, of the above-captioned bond (the "Series 2014 Bond"). The undersigned certifies in conjunction with its purchase of the Series 2014 Bond that:

1. The Purchaser has sufficient knowledge and experience in financial and business matters, including purchase and ownership of municipal and other tax-exempt obligations, to be able to evaluate the risks and merits of the purchase of the Series 2014 Bond.

2. The Purchaser is able to bear the economic risks of an investment in the Series 2014 Bond. The Purchaser is an "Accredited Investor" within the meaning of Rule 501(a) of Regulation D promulgated under the Securities Act of 1933, as amended (the "1933 Act").

3. The Purchaser understands that no final official statement, prospectus, offering circular, or other comprehensive offering statement containing material information with respect to the City of Peachtree City Public Facilities Authority (the "Issuer"), Peachtree City, Georgia (the "City") or the Series 2014 Bond is being issued, and that it has made its own inquiry and analysis with respect to the Issuer, the City, the Series 2014 Bond, and the security therefor, and other material factors relevant to a decision to invest in the Series 2014 Bond. The security for the payment of the Series 2014 Bond is more particularly described in the Series 2014 Bond and the Bond Resolution adopted by the Issuer on September 18, 2014.

4. The Purchaser acknowledges that it has either been supplied with or has access to information, including financial statements and other financial information, regarding the Issuer and the City to which a reasonable investor would attach significance in making investment decisions, and has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning the Issuer, the City, the Series 2014 Bond, and the security therefor, and that as a reasonable investor, it has received information to enable it to make a decision to purchase the Series 2014 Bond.

5. The Purchaser understands that the Series 2014 Bond (a) is not registered under the Securities Act of 1933 and is not registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) is not listed on any stock or other securities exchange, and (c) carries no rating from any rating service.

6. The Purchaser represents that it is purchasing the Series 2014 Bond for its own account or for its loan portfolio and not for resale or other distribution either currently or after some fixed period of time, and that it has no present intention of reselling or otherwise disposing of all or any part of such Series 2014 Bond; however, the Purchaser reserves the right to sell or dispose of the Series 2014 Bond or any interest therein in accordance with its own judgment, subject to the limitations set forth in the next sentence. Purchaser agrees that it will not sell, transfer, assign or otherwise dispose of the Series 2014 Bond or such ownership interests therein (1) unless (a) it obtains from the purchaser and delivers to the Issuer an agreement similar in form and substance to this Investment Letter or (b) it obtains from the purchaser and delivers to the Issuer a written acknowledgment that such purchaser is a "qualified institutional buyer" as defined in Rule 144A promulgated under the 1933 Act and (2) except in compliance with the applicable provisions of the 1933 Act, the Securities Exchange Act of 1934, as amended (the "1934 Act"), any rules and regulations promulgated under either the 1933 Act or the 1934 Act, and the applicable securities laws of any other jurisdiction, and in connection therewith, the Purchaser agrees that it shall furnish to any purchaser of the Series 2014 Bond all information required by applicable law. The Purchaser acknowledges that there is no public market for the Series 2014 Bond and that the liquidity of the Series 2014 Bond may be limited.

7. The Purchaser understands that the scope of engagement of Murray Barnes Finister LLP, as Bond Counsel, with respect to the Series 2014 Bond has been limited to matters set forth in their opinion based on their view of such legal proceedings as they deem necessary to approve the validity of the Series 2014 Bond and the tax-exempt status of interest (for purposes of state income taxation in the State of Georgia) thereon.

8. The representations in this Investment Letter shall not relieve the Issuer or the City from any obligation to disclose to the Purchaser any information required by the documents in connection with the issuance of the Series 2014 Bond or required by applicable law.

Signed and delivered by the undersigned as of the date shown above.

PNC BANK, NATIONAL ASSOCIATION

By:____
Name:
Title:

HOME OFFICE PAYMENT AGREEMENT

THIS HOME OFFICE PAYMENT AGREEMENT, made and entered into as of the 1st day of October, 2014 (this "Agreement"), among the PEACHTREE CITY, GEORGIA (the "City"), CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY (the "Issuer"), and PNC BANK, NATIONAL ASSOCIATION (the "Owner").

W I T N E S S E T H:

WHEREAS, the Issuer has heretofore been created pursuant to an Act of the General Assembly of the State of Georgia entitled the "City of Peachtree City Public Facilities Authority Act" (2011 Ga. Laws 4121 to 4131, inclusive) (the "Act") and the Issuer is now existing and operating and its members have been duly appointed and have properly entered into their duties; and

WHEREAS, the Act authorizes the Issuer to acquire, construct, add to, extend, improve, equip, and dispose of "projects," which are defined to mean and include (1) all buildings, facilities, and equipment necessary or convenient for the efficient operation of Peachtree City, Georgia (the "City") and (2) any undertaking permitted by Article 3 of Chapter 82 of Title 36 of the Official Code of Georgia Annotated, known as the "Revenue Bond Law" (the "Revenue Bond Law"); and

WHEREAS, the Act also authorizes the Issuer (1) to acquire by purchase, lease, or otherwise and to hold, lease, and dispose of real and personal property of every kind and character for its corporate purposes; (2) to acquire in its own name by purchase, on such terms and conditions and in such manner as it may deem proper, real property or rights or easements therein, or franchises necessary or convenient for its corporate purposes, and to use the same so long as its corporate existence shall continue, and to lease or make contracts with respect to the use of or dispose of the same in any manner it deems to the best advantage of the Issuer; and (3) to execute contracts, installment sale agreements, and other agreements and instruments necessary or convenient in connection with the acquisition, construction, addition, extension, improvement, or equipping of a project, including contracts with the City upon such terms and for such purposes as the Issuer and the City deem advisable and as they are authorized by law; and

WHEREAS, pursuant to the Revenue Bond Law of the State of Georgia (O.C.G.A. 36-82-60 et seq., as amended) (the "Revenue Bond Law"), the Issuer and the City each have the power (a) acquire, construct, reconstruct, improve, better and extend any "undertaking" (as defined in the Revenue Bond Law), (b) operate and maintain any undertaking, (c) issue revenue bonds to finance any undertaking or to refund revenue bonds previously issued and (d) make all contracts necessary or convenient in connection therewith; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide; and

WHEREAS, the Issuer proposes to issue, sell, and deliver its revenue bond to be known as "City of Peachtree City Public Facilities Authority Revenue Bond (Peachtree City Recreation Project), Series 2014" (the "Bond"), in the original principal amount of $3,065,000, for the purpose of obtaining funds to finance the costs of acquiring, constructing, and installing recreation facilities and to finance related costs; and

WHEREAS, the Bond will be issued pursuant to a resolution adopted by the Issuer on September 18, 2014 (the "Resolution"); and

WHEREAS, the Issuer, the City and the Owner propose entering into this Agreement pursuant to Section 208 of the Resolution;

NOW, THEREFORE, for and in consideration of the premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, the Issuer and the Owner DO HEREBY AGREE, as follows:

1.

This Agreement shall become effective upon the date of issuance and delivery of the Bond and shall continue in effect until the principal of and the interest on the Bond shall have been fully paid pursuant to the provision of the Resolution. Capitalized terms used, but not defined herein, shall have the meanings assigned to them in the Resolution.

2.

While the Bond remains outstanding, on each Interest Payment Date, the City shall wire the debt service payment on the Bond to the Owner in accordance with wire transfer instructions that are provided by the Owner to the City and the Issuer in writing from time to time.

3.

Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it shall in no way affect the remaining provisions of this Agreement, which said provisions shall remain in full force and effect.

4.

This Agreement may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

5.

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

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have caused this Agreement to be executed as of the day and year first above written.

PEACHTREE CITY, GEORGIA

(SEAL)

By:______________________________________
Mayor

Attest:

____
Clerk

CITY OF PEACHTREE CITY PUBLIC FACILITIES AUTHORITY

(SEAL)

By:______________________________________
Chairman

Attest:

____
Secretary

PNC BANK, NATIONAL ASSOCIATION

By:______________________________

Name:

Title: