City Council of Peachtree City
Agenda
September 6, 2007
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Proclamation – Save a Life Month
Proclamation – Constitution Week
Recognize Mike Harman for Service on WASA
Recognize Judi Rutherford for Service on City Council

IV. Public Comment

V. Minutes
August 13, 2007, Special Called Meeting Minutes
August 16, 2007, Regular Meeting Minutes

VI. Monthly Reports

VII. Consent Agenda
1. Consider Budget Adjustments – FY 2007
2. Consider Ordinance Amendment – Mixed Drink and Excise Tax Due Dates
3. Consider Approval of Partial Update to Comprehensive Plan
4. Consider Approval of Panasonic Presentation to the Peachtree City Police Department
5. Consider Approval of Draw #6, Master Lease Agreement, Financing of 2007 Purchase of Rescue/Pumper
6. Consider Appointment to Development Authority of Peachtree City – Gerald Herzog
7. Consider Surplus of Aquatic Center Revolving Door

VIII. Old Agenda Items
08-07-01 Public Hearing – Consider Rezoning – Stephens Tract (21.120 acres), GI to GC (Columbia)

IX. New Agenda Items
09-07-01 Public Hearing – Consider Rezoning, Stephens Tract, GI to LUC (Dominion-Somerby)
09-07-02 Public Hearing – Proposed Acquisition by the City of Real Property Located at 105 Peachtree Parkway North Pursuant to a Multi-Year Lease-Purchase Contract
09-07-03 Adopt Resolution Authorizing Cit to Enter into a Multi-Year Lease-Purchase Contract with the Peachtree City Governmental Finance Corporation
09-07-04 Consider Bids for Huddleston Pond Dam Rehabilitation
09-07-05 Consider Employment Contract – Planning Assistant
09-07-06 Consider Ordinance Amendment – Procedure for Appointing Council Members or Mayor
09-07-07 Consider Easements for the Shoppes at Village Piazza

X. Council/Staff Topics
Update on Summer Swimming Pool Usage

XI. Executive Session

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

City Council of Peachtree City
Minutes of Special Called Meeting
August 13, 2007
6:30 p.m.

The City Council of Peachtree City met in a special called meeting on Monday, August 13, 2007, in the Floy Farr Room at the City Library. Mayor Logsdon called the meeting to order at 6:30 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, and Cyndi Plunkett.

The purpose of the special called meeting was to interview applicants to fill the vacancy for City Council Post 1 through December 31, 2007, and to appoint someone to fill the vacancy.

Mayor Logsdon announced that Linda Wojcik, one of the 10 applicants, had been selected as the alternate to the Planning Commission and had withdrawn her application for the Council position. There were now nine applicants.

City Manager Bernard McMullen briefly went over the rules for the process, which were ordained by the Code of Ordinances, Section 2-22. The first round of the process would begin with a five-minute presentation by each applicant. Each applicant folded a slip of paper with their name on it and put it in a basket, then City Attorney Ted Meeker drew the names. The presentations were given in the order the names were drawn. Following the presentations, each Council Member would ask each applicant up to two questions. After the questions, Council would rate the top four applicants, with four being the highest rating. McMullen continued that he and Meeker would tabulate the ratings, and the four applicants with the highest ratings would proceed to the second round of questions. After the additional questions, Council would rank the four applicants, and the applicant with the highest rating would be recommended for the selection.

Kourajian said it would be best to have the other applicants leave the room while Council was asking questions of an applicant. He felt that hearing the others' answers might be an unfair advantage. Council agreed.

Logsdon asked if the newly appointed Council Member would be sworn in that night. McMullen recommended that the new Council Member be sworn in at the August 16 meeting in the event that person had someone special they wanted to give them the oath of office.

The applicants gave their presentations in the following order – Chris Larson, Donnie Haddix, Ray (Doug) Sturbaum, Timothy Hoyle, Mike Harman, Michael Moore, Thomas O'Toole, Richard (Dar) Thompson, and William Holland. Following the presentations, all but Larson left the room. Each Council Member was allowed to ask each applicant two questions.

Questions to Larson included what he thought were best success story and biggest mistake in the City, what his vision for the future was, if his schedule would allow adequate time for his duties, his ideas to market and promote the City, and whether the budget met the needs and goals of the residents. Larson said the quality of life drew people to the City. The path system was also a success, but was becoming a liability. There had been unrestrained growth. More industry was needed long term to help pay for services. The City should look at redevelopment in some areas. Larson said the City should enhance what it was currently doing as far as marketing and promotion. The website had improved, but should be more interactive. Public Safety salaries should be higher and should attract the best candidates. More industry should be brought in to pay the increase cost of services. The older industrial areas should be redeveloped. The City should give some tax breaks, but industries were pretty much revenue neutral when they came here.

Questions asked to Haddix included his ideas to get more citizens involved, his goals for the City, his perception of the budget, and what he thought had been a mistake. Haddix said things needed to be more open, and a forum for public discussion should be available on the website. A forum was a way for citizens to give input and Council to address issues without personalizing them. There should be contact between the City and the neighboring entities. There should be a City presence at the Board of Education meetings and Fayette and Coweta County Commission meetings. There should be more coordination on joint planning issues. Haddix said that he was passionate about preserving the City's image and the vision of 20 years ago, but recognized there had to be growth and change. Haddix said the perception that projects were done deals before they were debated was something that needed to be worked on. The forum could be used to dispel those notions. The City needed businesses that attracted people to work and live in the City.

Questions to Sturbaum included how he saw himself as a decision maker, what his favorite thing was about the City, what his long-term vision was, what his interest was in Falcon Field, and how the City compared to Gwinnett County. Sturbaum said that sometimes the best decision was not the most popular decision. He would not prejudge a decision based on what he felt, but would look at the facts. Sturbaum's favorite thing about the City was the golf carts. He continued that, when in a golf cart, everybody was friendly. Sturbaum said that, during the next 30 years, the City should continue to enhance growth through management. There should be more employee-friendly businesses, not more retail, to help maintain the way of life and continue to protect the children. Sturbaum said he would like to see the airport become a semi-relief valve for Hartsfield, and a place where smaller airlines could be based. In comparison with Gwinnett County it cost a bit more to live in the City, but overall it was a normal adjustment.

Hoyle's presentation focused on Public Safety, primarily the Police Department. The Council Members' questions focused on those comments, including his suggestion that the standards for new police officers be lowered. Hoyle said many entities accepted applications from people with DUIs or misdemeanor drug possession charges. Those people should be looked at more closely, especially those whose cases had been dismissed or were found not guilty. He believed the residents would be willing to pay higher taxes for the specific purpose of improving safety on the paths. Hoyle said the standards for new officers should be lowered in order to fill the vacant positions. He was not suggesting the City hire just anybody, but there were a lot of good candidates overlooked because they made mistakes early in life. Hoyle said the City had done a great job of controlling growth, and the SR 74 widening would help with traffic. There needed to be more east-west connections, but Coweta County needed to have alternate routes to I-85 first.

Questions to Harman [who was serving as chairman of the Water & Sewerage Authority (WASA)] covered traffic, extending sewer outside of the City limits, and the City's future. Harman said the majority of the traffic issues were people coming and going to Coweta County, Fayetteville, or the interstate. The SR 54/SR 74 intersection needed to be fixed and was as much of a burden for Coweta as it was for the City. Widening SR 74 beyond Cooper Lighting could also be an issue. He noted that there were many large properties south of the county line waiting to be developed, so there would be more stop lights. They needed to go to the table early and limit the access points on SR 74. Harman said Tyrone had approached WASA about extending sewer. WASA felt it was best for Council to make that decision. Currently, WASA ran at a yearly deficit of $300,000, but had enough reserves so rates had not increased. Selling the sewer capacity to Tyrone would help in the short term, but he did not know if it would be the best solution long term. In the future, Harman said that, from a WASA reference, the City should annex those few parcels left on the south side as a block, so it would be less costly for WASA to manage the infrastructure. The cost to deal with the parcels one at a time was $250,000.

The Council asked Moore questions regarding redevelopment, balancing recreation needs and public safety needs, and the City's Development Authority (Moore was serving on the Authority). Moore said he wished there was an answer on redevelopment. Grant money was available for companies to redevelop, which would give the business the opportunity to redevelop as opposed to the government getting involved. People would expect the same services for the same amount of taxes, so the services must be funded through more industry. Moore said the reason many residents were in the City was because of the services available for their children. The City had to have police to keep people safe. If the City was at buildout, taxes had to increase unless something else happened. Moore said both the Planning Commission and the Development Authority did a lot of the same things. If they did not work together, then they were duplicating efforts. Moore said that he was concerned the City was dipping into the cash reserve, but he did not see a lot of fat in the budget.

Questions to O'Toole concerned using technology to improve communication with citizens, eliminating graffiti and trash, and the budget. O'Toole said the Police Department's I-Net program was an excellent opportunity to get people involved. Peachtree City 101 was also an excellent start and should be expanded and look at neighborhood representation. To improve dialogue with the citizens, O'Toole suggested sending an official representative to homeowners' association meetings. O'Toole said the sense of community in the City was unique and the recreational opportunities were well-designed to keep people in their community. There should be community centers in the empty shops in the retail villages with recreational activities. O'Toole said the Adopt-a-Path program was underutilized, and citizen patrols could help cut down on trash and crime. The budget was on the right track, but money was not the only answer to some issues.

Thompson was asked about creating a positive environment for business, his suggestion to implement a real estate transaction fee, community involvement, and traffic. Thompson said there would always be negative comments. His philosophy was that you could always do better. The real estate transaction fee could be loaded into mortgages for people moving into the community. The fee could be used for paths and greenspace. Current residents would pay the fee on the difference in the value of the properties if they moved within the City limits. Thompson said the fee could provide an additional $400,000 in revenue annually. He also suggested using the City's recreation facilities to bring in more tournaments, which benefited the City's businesses and increased the sales tax revenue. There was a trickle-down effect. Businesses were affected when there were too many of the same services. Businesses that did well gave back to the community. Thompson supported the West Village and said it was the final piece of the puzzle.

Holland was asked how he would keep the City's character in the future and what could be done to make the City more environmentally-friendly. Holland said this was a great family city. The industrial growth would help. He and his wife picked up trash, and others should be encouraged to do so. He noted that the library was a prime candidate for solar energy, but it had not been done. Energy-efficient design should be part of a sustainable building. Holland said the City had to look at the energy savings as a long-term payback. He said there had to be an interest in doing the little things, too. His vision for the future included getting involved in the lives of young people, so the future could benefit from what people had learned. He noted that a lot of the trash came from young people who were making a statement.

Logsdon thanked the applicants for their interest and willingness to serve. He encouraged those applicants not selected to stay involved. He explained that the Council Members would rate their top four choices with the top choice receiving a four. The City Attorney and City Manager would tabulate the scores, and the four finalists would be the four applicants with the most points. Meeker announced that, in alphabetical order, the four finalists were Harman, Larson, O'Toole, and Thompson.

After a short break, the Council Members asked the four finalists additional questions. Following the questions, Logsdon asked each applicant to give a brief summation, up to three minutes.

O'Toole said he had made unpopular votes in the past while serving on boards in other areas. He suggested that the City look at where it wanted to be and design residential redevelopment credits to encourage redevelopment in those areas. Getting information out was important, and he suggested establishing an advisory council with representatives from each village.

Harman said Council needed to make tough decisions. His experience on WASA had prepared him for the difficult tasks coming up. He wanted to serve the community on a larger scale.

Thompson noted that traffic issues came up a lot. He said that the City should look at roundabouts at certain intersections and look at what other cities with the same problems had done. It was most important to find a way to create more revenue sources in order to keep from increasing taxes.

Larson said he was an average person in an above-average community. Redevelopment was important, but the level of community had to be maintained. There needed to be more locally-owned businesses because they cared more about what they did. Public safety needed quality people, who lived in the City. There were no easy answers on the traffic issues.

Council again rated the four finalists, with the City Manager and City Attorney tabulating the score. The final scores were Harman, 13; Thompson, 11; Larson, 8; and O'Toole, 8.

Kourajian moved to appoint Mike Harman to fill the vacancy in Council Post 1. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn the meeting. Logsdon seconded. The motion carried unanimously. The meeting adjourned at 10:32 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

City Council of Peachtree City
Minutes of Meeting
August 16, 2007
7:00 p.m.

The City Council of Peachtree City met Thursday, August 16, 2007, in the City Hall Council Chambers. Mayor Logsdon called the meeting to order at 7:03 p.m. Other Council Members present: Steve Boone, Mike Harman, Stuart Kourajian, and Cyndi Plunkett.

Announcements, Awards, Special Recognitions
There were none.

Oath of Office – New Council Member Mike Harman
Logsdon gave the oath of office to Harman.

Public Comment
There was no public comment.

Minutes
Plunkett moved to approve the July 30, 2007, special called meeting minutes-a.m.; July 30, 2007, special called meeting minutes-p.m.; August 2, 2007, regular meeting minutes; and August 6, 2007, special called meeting minutes as written. Boone seconded. The motion carried 4-0-1 (Harman).

Consent Agenda

1. **Alcohol License – Change in Licensee and License Representative – Rite-aid #11778, #11779, and #11780**
2. **Consider FY 2008 Official Intent Resolution**
3. **Consider Appointments to the Planning Commission – Martin Mullin, Theo Scott, Lynda Wojcik (Alternate)**

Boone moved to approve Consent Agenda items 1-3. Kourajian seconded. The motion carried unanimously.

Old Agenda Items
07-07-08 Public Hearing – Increase in Mayor and Council Salaries
Logsdon asked Plunkett to go over the amounts to be considered. Plunkett said they were looking at a salary of $18,000 for the Mayor's position and $12,000 for Council Members.

Residents who spoke included Richard Spain, Beth Pullias, Bob Brown, and Nancy Ruck. Their comments included:

- According to the Department of Labor, there was a 193% increase in salaries due to inflation since 1985. The City staff salaries had increased, on the average, 244% since 1985. Statistics showed the increase was worth it.
- Council was worth every penny.
- The current hourly rate for one year, based on 236 hours a year, was $25.42 for Council Members and $38.14 for the Mayor. Doubling the salary doubled the hourly rate, which

was quite high and more than what most residents made. Most people only got a 2% to 3% raise, not 100%.

- The greatest impediment to running for Council was the filing fee. Increasing the salary increased the filing fees, which was set at 3% of the salary. Fewer people would be willing to put out $360 just to run for Council.
- If the reason for the increase was to get more people to run for office, then the filing fees should also be lowered.
- Taxes were also increasing.
- No one got their salary doubled in one year.

The public hearing closed.

Plunkett noted that the 3% filing fee for candidates was set by the state, and that was an unanticipated consequence of raising the salaries. While 100% sounded like a big raise, not many people would stay in the same job for 22 years without any raise. The raise would have been insignificant if it had been spread out over the 22-year period. She said it was very hard to ask for a raise for yourself. She had heard what people said and would incorporate it into her motion.

Plunkett moved to increase the Mayor and Council salaries to $18,000 and $12,000, respectively, set increase to occur after the election in 2009, and begin in total in January 2010, in addition that the Mayor and Council be treated like part-time employees for the purposes of the 457 plan effective immediately, which had no cost to the City. Boone seconded.

Kourajian said there would not be a raise for anyone currently on Council, unless one of the current members ran again. He believed the compensation should be better, but not for anyone currently sitting on Council unless they were re-elected. Kourajian said he ran for Council because he wanted to give back to the community, and he put in the hours and made the sacrifices he needed to. He supported the increase, but was not running again, so he was not doing it for himself. The numbers were fair.

Logsdon said he had been asked why he had been silent. He had been focusing on additional revenue generation without raising taxes for almost a year. He was weighing in heavily on the tax reform coming before the state legislature, and on transportation and redevelopment. He commended Plunkett on her work. This was a difficult issue that affected every member differently. He would abstain from the vote. Kourajian asked Logsdon why he would abstain. Logsdon said he had reasons. He would not vote against it. It was the right thing for the City. There were some things weighing on his mind. He would yield to wishes of his fellow Council Members.

Harman asked Plunkett why she included the 457 plan in the motion. Plunkett said it was a retirement option that the City employees had and was basically a deferred retirement plan. The City did not match it. Council had never been able to participate and defer some of their salary. It might be a preference for some Council Members. City Manager Bernard McMullen explained that the City had both a 401, which the City contributed to, and a 457 plan, which allowed employees to contribute to a tax-deferred plan. Plunkett said the 457 would be a housekeeping issue, and all the City's part-time employees were allowed to participate in the plan.

Kourajian asked if it would save the City any money if Council Members elected to participate in the 457 plan. Finance Director Paul Salvatore said that the City would have to pay the FICA and Medicare portion, but there would be a savings on the federal withholding tax.

Harman said it was hard to vote for a raise for oneself, but as a citizen he would have to say it was needed. Coming from a volunteer position, he did not feel he was in a good position to judge. As a private citizen, he would probably support it. Plunkett said she agreed that it was difficult to vote for a raise for oneself, even though everything justified it. By framing the motion the way she did, Plunkett said it accomplished what she wanted to see happen. The bottom line was the elected officials could rescind it in 2010 if they did not want it.

Kourajian asked City Attorney Ted Meeker if the Mayor could abstain from a vote with no reason. Meeker said Council Members always had the prerogative to abstain from a vote.

McMullen asked for clarification on contributing to the 457. Plunkett said that would be effective immediately since there was no cost to the City. For further clarification, she added to the motion that the $12,000 and $18,000 was to be paid out according to the ordinance.

Harman asked Plunkett to amend her motion to include no increase in pay, but to allow Council to put their salaries in the 457. Plunkett did not accept the amendment.

The motion carried 3-1(Harman)-1(Logsdon).

Boone moved to move Agenda Item 08-07-07 Consider Request from Planterra Ridge HOA to Reduce Speed Bumps to the top of the New Agenda Items. Plunkett seconded. The motion carried unanimously.

New Agenda Items

08-07-07 Consider Request from Planterra Ridge HOA to Reduce Speed Bumps

Greg Ward of the Planterra Ridge Homeowners Association (HOA) addressed Council. He asked Council to consider installing the speed bumps in a phased manner. He said that the purpose of the installation had changed. They were no longer trying to change behavior and stop the speeding; they were now maintaining behavior. The residents would like to reduce the speed bumps from nine to six, which would not violate any City code or engineering standards. He showed the locations.

Kourajian asked if any of the locations would change, or if it would cost the City any money. He noted that the HOA was buying the speed bumps. He questioned whether the City would incur any additional costs. City Engineer Dave Borkowski said the cost would be in staff time. He continued that, in staff's opinion, there would still be speed problems if there were less than nine speed bumps. The City would end up putting the bumps in anyway and would have to re-evaluate the speed. McMullen clarified that Borkowski was not referring to Public Works time, which would require them to go out twice. If there were still complaints about speeding, then the Engineering Department would have to do the speed analysis and other things from the engineering side, which took a great deal of staff time. Kourajian asked why they could not consider putting the other three bumps back in as another phase. McMullen said that the HOA said they only wanted six. If there were complaints from other citizens, the process was to go out and establish factual data, which was done by doing the speed studies. Kourajian asked at what point the City went out to do a speed study. McMullen said the City Engineer checked with the Police Department on existing studies first, and if there were none, staff had to do a study.

Ward said the City would still get calls whether there were six or nine speed bumps. Boone agreed. McMullen said he was only clarifying where the extra staff time was. Boone said it was fine since the HOA was funding the installation. Plunkett said staff time was a nominal charge to protect citizens.

Plunkett moved to allow the Planterra Ridge HOA to put in six speed bumps under the supervision of the City Engineer. Boone seconded. The motion carried unanimously.

08-07-01 Public Hearing – Consider Rezoning – Stephens Tract (21.20 acres), GI to GC

Attorney Rick Lindsey spoke for the applicant, Columbia Properties. He pointed to the location on the map and said the 21.12 acres was located along SR 74. He noted that the original rezoning application, filed in December 2006, included the entire tract (123 acres) and big box stores. At that time, the owners met with the Wilshire HOA, and several public meetings were held. There had been a lot of concern about the big box stores. As a result, the applicant asked for a postponement of the rezoning in May. They were in talks at the time with another developer interested in a portion of the property. The rezoning request for that project would come before Council in September. This request was for GC along SR 74.

Lindsey continued that City Planner David Rast had supported a smaller commercial development along SR 74 frontage with a different use behind it. Lindsey said the proposed development complied with the goals of the Comprehensive Plan since the proposed center would complement Wilshire Pavilion, which was located across the highway from the tract. The Planning Commission had been supportive of their request for GC zoning with the condition that the applicant worked with staff and the HOA to look at restrictions on the property. Lindsey said City Planner David Rast had come up with an ordinance, which had gone through many revisions. Logsdon noted that there was an updated copy of the proposed ordinance on the dais. Lindsey said the ordinance had a list of uses that no one wanted to see on the property, and the applicant only disagreed on a couple of them.

Lindsey continued the permitted uses were very similar to the uses permitted in the current GC ordinance, but they wanted to discuss fast food restaurants. As for the conditional uses, any possibility of a big box was intentionally deleted from the ordinance. The conditional uses under Section 1006C1.3 dealt with uses that were bigger than 10,000 square feet and less than 32,000 square feet. There were some proposed uses that would fit in that category, which would be larger than 10,000 square feet, but definitely less than 32,000 square feet.

Lindsey said the process had been long. Columbia Properties had done a better job of reaching out to the community than any developer he had ever worked with. They had a vested interest in a quality commercial development. The company owned Wilshire Pavilion and wanted the development to complement that center.

Lindsey noted that many of the requested exemptions were currently permitted. An applicant would be allowed, under the current GI zoning, to put in an automobile washing facility. Other uses that were currently permitted included gas stations, car repair, fast food restaurants, warehouses, and a blood bank. Columbia agreed with staff and the HOA on most of the uses, but disagreed on a few. The proposed ordinance only allowed one fast food restaurant, and they would like to increase that to two with a drive-in window for the entire parcel. They would like for the fast food definition to exclude coffeehouses. The concerns from City staff about fast food were regarding the trash that often came with such establishments. The coffee shops usually had an older clientele. They were not in talks with anyone, but would like that ability. Lindsey said that the draft ordinance also prohibited the sale of alcohol (a liquor store), and they were talking to a fine wine store that wanted to locate there. He noted that there was a liquor store in Wilshire Pavilion that backed up to the residences. Lindsey said he did not understand the gas station exemption, which had also been a concern of the Planning Commission. There were no gas stations on that side of SR 74 from I-85 to SR 85. If a gas station ever went up on that side of the highway, the City would do what had always been done to keep the station from becoming an eyesore or nuisance.

Lindsey continued that the only other requirement they had an issue with was under the landscape requirements, Section 1006C.1.4(a). The last paragraph required the applicant to provide a 50-wide landscape buffer between the commercial property and the adjacent tract, which was above what the current GC ordinance required. GC areas that abutted residential areas were required to have a 75-foot building setback, not a 50-foot buffer. There was a big difference. They would adhere to the setback, but asked Council to remove the 50-foot buffer and allow them to coordinate with the neighboring developer to put up the appropriate landscaping and division between the properties. As of now, the applicant would be taking on a burden that should at least be shared. The way it was worded was onerous against the applicant.

Lindsey continued that there were two conceptual plans, one with the current alignment of Rockaway Road and one that showed the concept in the event Rockaway Road was realigned. They would like to have three access points on SR 74 and one on Rockaway Road. The developer was in negotiations with a pharmacy, small bank, and neighborhood hardware, and two of those buildings would exceed 10,000 square feet. An internal road would give people access to the individual parcels. Each parcel would be interconnected, with a small street across from Holly Grove Road in the event Rockaway Road was not realigned. There was one lot that was probably undevelopable since the back portion was within the 100-year floodplain. If Rockaway Road were realigned, the realigned road would bisect the property and take out two developable lots, and two access points on SR 74 and one point on Rockaway Road would be needed. Lindsey showed the location of the planned golf cart tunnel and noted that the HOA had asked several times if the tunnel could be moved to another area. Lindsey said the applicant was fine with whatever location was selected by DOT and the City. They would connect their cart path to it and make the project user-friendly. They wanted to be a good neighbor. This project was a win/win. They were very close to agreement, but needed to fine tune the last few areas.

Rast gave a brief history of the property. (A copy of his PowerPoint presentation is included in the official meeting file.) Each of the past proposals, which had ranged from single-family residential and cluster development to townhomes, had a commercial component adjacent to SR 74. He continued that the proposed plan should complement the existing center and was smaller than previous proposals. The tract was bordered by City-owned property and on one side by unincorporated Coweta County. He noted that a 50-foot buffer separated Wilshire Pavilion from Wilshire Estates. Columbia proposed that the tract's frontage area be the same as Wilshire Pavilion. The depth of the parcel ranged from 365 feet to over 700 feet at the largest part. The frontage along SR 74 was exactly the same as Wilshire Pavilion. The proposal was to have strictly outparcel development as opposed to a strip center. If Rockaway Road were developed, it would become a community collector, which had more stringent buffer requirements. There were no use restrictions in Wilshire Pavilion adopted as part of the zoning, but Columbia had been required to develop architectural, signage, and landscape programs that were adopted as part of the development. Access to the tract would be the same as Wilshire Pavilion, and the main entrance would align with the traffic signal.

Rast went though the proposed ordinance. The Wilshire Pavilion was the last development to receive a GC zoning rather than LUC zoning. There were some unacceptable uses in the blanket GC zoning, and staff, the HOA, and Columbia had worked together to come up with a list of permitted uses. He continued that the GC ordinance also limited the size of an individual building to 10,000 square feet. Larger buildings would be allowed as a conditional use. Two of the buildings proposed for the project exceeded 10,000 square feet. The uses would have to be approved as a conditional use.

The proposed permitted uses in the draft ordinance included the following: *(a) Retail business involving the sale of merchandise on the premises, provided no single tenant, owner, occupant, or business occupies more than 10,000 square feet; (b) Automobile parts sales, excluding the repair of vehicles on the premises of any business by the property owner, the tenant or customers shall be prohibited; (c) Business involving the rendering of a personal service on the premises; (d) Office for governmental, business, professional or general purposes; (e) No more than one freestanding, fast-food type restaurant with a drive-thru window for pick-up of food or drink orders; provided that this restriction shall not prohibit a freestanding restaurant from maintaining designated parking areas for patrons to pick up food orders to go or preclude individual tenants from maintaining drive-thru windows for pick-up of food or drink orders; (f) Indoor commercial recreation facility; (g) Publicly-owned building, facility or land; (h) Building, facility, or land for noncommercial park, recreation, thoroughfare or open space purposes; (i) Hotel or motel; and (j) Accessory use: See section 908.3.*

Rast referred to proposed permitted use *(b) Automobile parts sales* and said that the HOA was concerned that car repairs would take place in the parking lot. The building would be allowed in the proposed ordinance, but the repairs would not. Plunkett asked if an auto parts store and any repairs that might be made in the parking lot would be allowed in GI zoning. Rast said that the store was retail and would not be allowed, but an auto repair would be allowed. Plunkett noted that, according to Lindsey's statement, many of the allowed service uses in GC and GI were the same. She asked what those uses were.

Rast referred to *(e) No more than one freestanding, fast-food type restaurant.* The HOA wanted only one fast-food restaurant with a drive-in window, but it did not preclude a coffeehouse with a drive-in window.

Rast continued that the proposed uses that would not be permitted included the following: *(a) Any business whose primary business is the sale of alcohol; provided that this restriction shall not prohibit individual restaurants from selling beer, wine, distilled spirits or other beverages; (b) Cocktail lounge, disco or dance hall; (c) Automobile repair facilities, including oil change facilities and emissions testing centers. The repair of vehicles on the premises of any business by the property owner, the tenant or customers shall be prohibited; (d) Automobile washing facilities; (e) Automobile sales and leasing (new and used vehicles); (f) Boat sales and leasing (new and used); (g) Establishments whose primary business is the sale of gasoline or diesel; (h) Animal hospitals or veterinary clinics with outdoor kennel facilities; (i)Adult novelty stores, book stores, entertainment centers, theatres, and amusement facilities, peep shows and massage parlors, provided that this restriction shall not prohibit a day spa from locating within the development; (j) Bingo parlor, bowling alley, pool hall, billiards parlor, skating rink and roller rink; (k) Electronic gaming centers where the primary business is from game playing; (l) Pawn shops, second hand stores, closeout or liquidation stores, flea markets, bankruptcy or fire sales, provided that this restriction shall not prohibit a consignment store from opening within the development; (m) Blood bank and plasma centers; (n) Tattoo parlors; (o)Check-cashing facilities; (p) Facilities for dumping, disposal, incineration or reduction of garbage or refuse; (q) A site for day laborers to congregate or to solicit work; (r) Transportation facility or terminal; (s) Self-service storage facilities, i.e., mini-warehouses; (t) Off-street auto parking facility; and (u) Open yard for the sale, rental, and/ or storage of materials or equipment, including junk or salvage materials.*

Plunkett asked how *(j) Bingo parlor, bowling alley, pool hall, billiards parlor, skating rink and roller rink* differed from *(f) Indoor commercial recreation facility* under the allowed uses. Rast said that indoor facilities were included to cover businesses like children's gyms.

Harman noted that a few points were still being worked out. Rast said they were hopeful those issues would be resolved with the input from Council. They were at an impasse with the developer and the HOA.

Rast continued that the minimum buffers had been identified in the proposed ordinance. The 50-foot landscaped buffer would protect what went on the remainder of the Stephens' property. Staff recommended approval of the rezoning with conditions. The Planning Commission had also recommended approval, and they had wanted the applicant and the HOA to work out the issues before Council considered the rezoning.

Laurie Farmer, president of the Wilshire HOA, said she was not speaking for or against the rezoning. It had come a long way from the regional concept that had originally been proposed. She said the area was the gateway to the City on the southside and asked Council to protect the neighborhood center, the purpose of which was to serve the surrounding neighborhood. She noted that Wilshire Pavilion was approximately 15.8 acres. The proposed center with the Rockaway Road realignment was approximately 16 acres, and the center would be approximately 21 acres if the road were not realigned. She said they were at an impasse on a few issues, which was due to the wording of the ordinance. Clarification on the wording was needed. Wilshire Pavilion had a few outparcels, while they were proposing eight outparcels. The HOA did not want any fast food, and Columbia had insisted on drive-through restaurants. The compromise had been no more than one fast food-type restaurant. Now, Columbia was asking for two. The HOA was also concerned that hotels/motels were a permitted use. Farmer said that Rast had assured her that that was not a concern for Columbia Properties. Bruce Gleissner of Columbia told her that the senior facility would have rooms for guests, which addressed the hotel/motel issue and that use should be removed. Farmer continued that the HOA's concern about auto parts stores was that kids would repair their cars in front of the stores. Columbia told her they would reference that in the lease and would fine a business that let it occur. She did not think the enforcement would last very long, and the City would be left with it. As for the non-permitted uses, Farmer said the residents did not want a package store to be the first thing people saw when they drove into town.

Farmer said there was also a safety concern regarding the golf cart tunnel location. A more direct route would be at Holly Grove Road. There was also a concern about cut-through traffic and increased traffic on Holly Grove Road, which went through the middle of the neighborhood. The HOA and the City Engineer had a meeting on the traffic mitigation issue scheduled in two weeks. Farmer requested Council extend the public hearing to resolve the issues or to take the issues back to the Planning Commission. She said the development would be this Council's legacy to the southside of the City. Plunkett asked Farmer what the residents would like to see on the remaining acreage in the event Council turned down the proposed rezoning for the senior facility. Farmer said they would support a medical or educational facility. There were many options to consider if the senior housing was not approved.

Other residents who spoke included Al Doeve of the Wilshire Pavilion Merchants Association, Bob Brown, Beth Pullias, Russell Burns, and Juan Matute. Their concerns included the following:

- Council should take more time to resolve the issues.
- The businesses in the area supported the Wilshire Estates HOA.
- The City could not get back the GI property, and industry added a significant economic base to the City.
- The shopping center should have a cohesive look, rather than allow outparcels to develop separately.
- The impervious space should be limited and as many trees as possible should be saved.

- It was unfair to allow a liquor store in one commercial development and not allow one in another.
- The rezoning should go back to the Planning Commission and be done in conjunction with the Dominion project.
- The City should take a more active role and a holistic view of commercial development since new commercial establishments that remained empty were a blight.
- Developers should do something with the empty space before coming to Council for new spaces.

Lindsey said they appreciated the comments, and there had been a lot of discussion on the plan to make it look as nice as it could. The magic in the City was what had gone on the ground – the landscaping, the architecture, and the buffering. The architecture would coordinate with what existed in Wilshire Pavilion, and the landscaping would complement the area. The applicant understood the area was a gateway to the City and wanted it to look nice. The developer agreed with the HOA on auto repairs in the parking lot. If an AutoZone were built, it would look like everything else in the City. The applicant wanted the ability to have no more than two fast food restaurants. If the zoning was GI or LI, then there could be more than two fast food restaurants. Wilshire Pavilion had none of the restrictions that the HOA wanted to impose on this center. The developer had discussions with an upscale wine store. The parties would never see eye to eye, but the applicant wanted some flexibility.

Kourajian asked Rast how many fast food restaurants could go in GI zoning. Rast read the portions of the ordinance pertaining to restaurants in LI and GI zoning. There could be a significant number of fast food restaurants in either zoning. Other allowed uses included auto repair, animal care, auto sales and service, building materials, and construction facilities.

Kourajian asked why change the zoning to GC if everything they wanted to do was allowed under GI zoning. Lindsey said there was a blur in the City's zoning regarding what was allowed in GC and GI zoning. He noted an area that backed to Kelly Drive that had a dance boutique, a golf sales store, and other typical retail uses. A wine store or grocery store could not go in GI zoning. More traditional retail uses, like a dollar store, could clearly go into GC zoning, but it would be stretch to put it in GI zoning.

Logsdon said he supported the GC zoning because the City could specify what could go into the area. With GI zoning, there could be something the City did not want at the gateway to the City. The move to GC zoning needed to be made, and the area should be designed to make the gateway area look good and obtain the homeowners' support. The developer was willing to work with the HOA and the City. Logsdon said he supported a 50-foot buffer. Conceptually, this type of development was good for the City.

Plunkett moved to table the rezoning for one month to see the details ironed out and as one last ditch effort for all the parties to agree on the three items. Harman seconded.

Andy Campbell of Columbia Properties said the City had been looking at their plans for a year. The plan had changed due to the residents' outcry about the big boxes. They took that plan off the table and met with the HOA with this concept. According to their analysis, it was critical to have the commercial in front and to subsequently have the assisted living on the back of the property. It was not economical for them to build something that sat empty. There needed to be a number of different uses for the project to be successful. If the rezoning was tabled, the project could fall apart.

Kourajian said Council had received the packet the Friday before and had gotten a new document with changes just prior to the meeting, as well as more information from all the parties. It was not a fair request to ask for a decision at this meeting.

Plunkett amended her motion to table the rezoning until September 6. Logsdon seconded the amendment.

Boone said they could make a decision at this meeting and leave it up to staff to work things out with the developer and the HOA. Kourajian said he could not agree and was not in favor of agreeing with whatever they came up with. Logsdon said he could make a decision at this meeting, but a three-week delay would be best for all parties.

Harman asked why they could not build what they wanted under GI zoning. Kourajian said he recalled the free standing liquor store. Lindsey said there would be some businesses that would not fit, such as a nail salon or dollar store. Campbell added that it was a very gray area, and it was tough to work in a gray area. They would rather have everything in black and white. Logsdon said it could be done with GI zoning, but the City would not have as much control over the architectural standards, which was why the developer was encouraged to ask for GC zoning.

Lindsey asked that the discussion on the details be limited to the liquor store, fast food, auto parts stores, and hotels. He understood Council's position, but did not want to go backward.

Kourajian noted the letter that had been dropped off just prior to the meeting (the constitutional rights letter from Lindsey dated August 16, 2007, is in the official meeting file.) He asked how the City would be taking the property by denying the rezoning request. Lindsey said the letter was required by state law to preserve the constitutional argument. He briefly explained the process. Zoning was a police action that was strictly construed by the court system and narrowly looked at. The general parameters of the argument had to be set before Council made a decision.

Harman asked Lindsey what was better or worse for the applicant – tabling the rezoning for three weeks or approving it without another fast food restaurant or liquor store as a permitted use. Lindsey said they were very close, and he would rather have three more weeks to see if the issues could be worked out. He did not want to end up in a courtroom. Harman said he felt it could be worked out at this meeting.

Rast noted that, if the rezoning were continued, it would allow the City to see how well the commercial component would work with the senior component since that rezoning request was scheduled on September 6.

Kourajian said Council should make the decision based on the information before them. Too many times during his tenure, Council had negotiated at the meetings, sometimes for the better and sometimes not. The meeting was not the place to negotiate.

The motion carried 4-1 (Boone).

08-07-02 Public Hearing – Consider Rezoning – Haynes Tract, ER to R-43
Melissa Griffis, an attorney with Rosenzweig, Jones & McNabb, spoke on behalf of the property owner, Thomas Haynes, Jr. The tract was 3.820 acres, and Haynes had owned the property for 30 years. He had previously requested a rezoning, and the Council had suggested he build a guesthouse rather than rezone the property. Haynes requested the previous rezoning due to his wife's health problems, and his son wanted to build a house close by. His son and his family lived in the guesthouse. Haynes' wife had died, and he was now experiencing health problems and wanted to move to a smaller home. The problem was the property had been for sale for over one year. No one wanted to purchase two homes. The property had no reasonable economic use as currently zoned. Hyde Park, which was located right behind the property, was zoned LUR. Some of those lots were less than two acres. A creek flowed through the parcel and was a natural dividing line. One tract would be two acres, and the other would be 1.820 acres, each with a home and driveway to Carriage Lane. None of the other homes on Carriage Lane had a guesthouse. This was an unusual property, and there was no other place in the City with the same applicable conditions. The original house was not built in the middle of the property, but to the side because of the creek.

Bob Brown, Monique Comiskey, Richard Spain, and Jane Carter spoke against the rezoning. Their comments included:

- The request was for spot zoning.
- The Hyde property was not a valid comparison due to the litigation.
- Several properties in the area had been for sale for several months. The rezoning would set a dangerous precedent to split the larger properties.
- The request went against the Land Use Plan.

Rast said the Shakerag Plantation subdivision was developed in the 1970s. All the lots exceeded three acres in size and were zoned ER. The Land Use Plan recommended that all the property west of Robinson Road remain low-density residential, and the City had kept the designation intact. One adjacent property was 3.68 acres, and another was a bit larger. Hyde Park did have some lots less than three acres in size, but that rezoning was the result of litigation. A previous rezoning request for this property was denied. The Planning Commission recommended that Council not approve the rezoning. Approval of the request would be spot zoning and would open up ER property for potential subdivision.

Plunkett asked at which meeting the applicant was told he could not rezone his property. Rast said it was at the July 5, 2001, Council meeting.

Harris pointed out that the adjacent property in Hyde Park was zoned LUR, and the Mascara tract was zoned ER, but was less than an acre. The property already had two houses, so the traffic was not a valid concern. Griffis reiterated that the property had no reasonable economic use as zoned. She noted that there had been some additional documents that she had sent, but had not seen in the information on the website. Griffis said she had not seen constitutional letter online. Logsdon said he had seen it when he read the information. Griffis said she wanted to ensure it was part of the record.

Kourajian said he empathized with Haynes' reasons for the rezoning, but as a Council Member he could not support the request. He hoped Haynes would be able to sell the property as it was. Kourajian moved to deny the request to rezone the Haynes tract. Plunkett seconded.

Logsdon agreed with Kourajian. There were definite concerns about the precedent it would set.

The motion carried unanimously.

08-07-03 Consider Local Government Lighting Project Agreement for Multi-use Tunnels at the SR 74 Sports Complex and Rockaway Road

Borkowski summarized the agreement. The DOT agreed to pay 80% of the construction costs of the tunnels if the City agreed to pay for the lighting design, electricity, and maintenance of the tunnels. Staff recommended approval. A contract was already in place for the lighting design.

Logsdon asked if a decision had been made on the location of the tunnels. Borkowski said the locations were set in stone. It was in the construction drawings and the right-of-way plans. If the City asked to change the location now and to incur more cost, then the state would probably not build the tunnels.

Boone moved to approve the lighting agreement for Rockaway Road and baseball complex tunnels and authorize the Mayor to sign the agreement. Harman seconded. The motion carried unanimously.

08-07-04 Consider Approval of Peachtree City Tourism Association FY 2008 Budget

Bill Bexley, treasurer of the Peachtree City Tourism Association (PCTA), introduced Lauren Yawn, the executive director, and Mary Camburn, business manager. Bexley said the board had approved the budget in July, and they would answer any questions.

Logsdon noted there was an additional document on the dais – the memo to Council dated August 7, 2007, entitled "Peachtree City Tourism Association – FY 2008," with a correction.

Kourajian moved to approve the FY 2008 budget for the Peachtree City Tourism Association. Boone seconded. The motion carried unanimously.

08-07-05 Consider Master Lease Agreement – Draw #5, 2007 Police Vehicles

Logsdon noted there was an additional item on the dais – a copy of the certificate of coverage. Salvatore said this was a housekeeping item. It was a budgeted item, but the item had to come to Council before the draw.

Kourajian moved to authorize the Draw #5 against the Master Lease Agreement with the Peachtree City Governmental Finance Corporation and All Points Public Funding, LLC, in the amount of $409,634.83 and to authorize the Mayor and Financial Services Director to sign all pertinent documents. Boone seconded. The motion carried unanimously.

08-07-06 Consider Lease Agreement for Police Department

Logsdon noted there was an additional document on the dais – a copy of the commercial lease. Borkowski gave a brief summary of what had happened. He said they had a solution to repair the building, which included new flooring and modifications to and new HVAC equipment. Borkowski went over the timeline. (A copy of the PowerPoint presentation is included in the official meeting file.) The Police Department could not operate out of the existing building during the work and should move into the leased facility in October. It would take four weeks to move the operation. It should take seven months for the construction, with completion at the end of May so the Police Department could move back in June. The cost estimate for the repairs was $860,438.98, including the rent for the temporary facility.

Harman asked what type of floor barrier would be used. Borkowski said it was a specialized coating designed for high pH systems. The water vapor was coming up through the concrete floor and reacting with the potassium and hydroxides in the concrete and causing a high pH solution that was the cause of the delamination of the floor. It was not due to a static water level. There was no other system that would handle the pH. The system would not completely encapsulate the floors and would not go into the walls. Harman asked what would happen if it did not work. Borkowski said there was a 10-year warranty that the floors would not delaminate.

Borkowski continued that they negotiated the details of the lease with Peachtree City Properties. It was for nine months with an option to extend. There were some special stipulations regarding what needed to be done to the space by the landlord. Staff felt it was a fair agreement. There were some modifications to be done by the City before the Police Department could move in. The insurance issues had been ironed out. The rent would be $9,325.86 per month. In addition, the common area maintenance fee for various items was $3,223.73 per month. The nine-month lease period totaled $112,946.

Harman asked about the liquidated damages clause. Borkowski said it was in the scope of work for the contractor and was $500 per day.

Boone asked if this was budgeted. McMullen said that the City would pay for the lease out of the Bricks & Mortar loan for the Police Department building repair. The original budget had been $600,000, which was based on being able to stay in the building while the work was done. After staff learned the scope of the work needed, they realized the Police Department could not remain in the building. The cost for the Bricks & Mortar loan was approximately $19,000 per year. The total cost also included a 15% contingency.

Kourajian asked what would happen to items such as evidence while the building was unoccupied. McMullen explained that was why it would take a month to relocate. A space had to be modified for the evidence room. Kourajian asked if the facility would have holding cells.

Captain Stan Pye said that prisoners would be transported directly to the Fayette County Jail. Kourajian asked Pye if the Department was satisfied with the facility. Pye said they were. McMullen added that staff from throughout the City would be involved in the move.

Harman moved to authorize the Mayor sign the lease agreement for the property located at 2011 Commerce Drive for nine months with an option to extend at the cost per month as listed. Kourajian seconded. The motion carried unanimously.

Council/Staff Topics

Logsdon said he wanted to discuss expanding the make-up of the PCTA board. He asked the PCTA and City staff to look at the bylaws and consider adding two more positions to the board. Logsdon suggested that a Council Member be placed back on the board, as well as member of the Peachtree City Airport Authority since it received 20% of the hotel/motel funds, which were dispersed by the PCTA. He continued that it would also spread the work out among more people. Logsdon noted that some of the board members were involved in the tourism industry and traveled often, which created problems in getting a quorum for meetings. Having a Council Member on the board would give Council more input and oversight. Plunkett agreed with Logsdon. Kourajian said if a Council Member needed to be on that board, then there should be a Council Member on all the boards. The issue would be on the agenda for the first meeting in October.

Plunkett asked if the workshop on public safety pay had been scheduled yet. Kourajian suggested that the new Council Members might want to participate in that workshop. Plunkett said the workshop had to be held prior to working on the FY 2009 budget. Logsdon said January or February would be a good time. McMullen noted that the October workshop conflicted with the second session of Peachtree City 101. Logsdon said to schedule the workshop.

Plunkett asked about the golf cart path improvements at Peachtree Parkway North at the Kedron boat dock. She had received several e-mails with suggestions, which included re-painting the markings, adding a flashing light, and clearing the vegetation 10 to 15 feet from the roadway on both sides for better visibility. McMullen asked Plunkett to forward the e-mails to him. He noted that the crossings were being repainted now, starting within the school zones. Staff also needed to look at the line of sight and had discussed putting down reflectors.

Kourajian asked for an update on the CSX cart path bridge. Rast said he had spoken to Matt Houser, the consultant, and they had received comments from Moreland-Altobelli, DOT's engineer. The latest versions of the plans were under review by DOT and Moreland-Altobelli. Logsdon said he had seen the log kept by staff, and completing the bridge was not due to a lack of effort from staff. Plunkett suggested talking to the legislature about the DOT processes. Kourajian asked how it was found that an approval had been issued. McMullen said the Rast and Planning Assistant Tony Bernard called on a regular basis. The issue was the process, which was the same for a road and what was in essence a sidewalk. There needed to be different levels of scrutiny and review for different types of projects. One step had been approved after two weeks, which would only have put the City two weeks ahead in the rest of the process. Rast said that the actually preliminary construction plans were done a while ago, but DOT would not let

Moreland-Altobelli review them until the environmental clearance was received. Everything bogged down in the environmental process. The majority of grant-funded projects were at a standstill. Logsdon said he told Governor Perdue's staff that the most frustrating thing for newly-elected officials was dealing with the state government. The system was broken.

Planning Commission Update

Rast noted this commission was one of the best. (A copy of his PowerPoint presentation is included in the official meeting file.) They had good interaction and had gotten a lot accomplished. The members included Marty Mullin, chairman; Theo Scott, vice-chairman; Patrick Staples, John McCann, and Larry Roach. Lynda Wojcik had been appointed at this meeting as the alternate. Mullin and Scott were also re-appointed.

Among the accomplishments were all members either graduating or attending classes sponsored by the Atlanta Regional Commission, workshop sessions being implemented for all development projects, the members meeting with applicants outside of regularly scheduled meetings, having representation on the Comprehensive Plan Advisory Board, and task forces/advisory boards were studying various planning projects.

During the previous year, the Planning Commission had reviewed 30 conceptual site plans, 14 landscape plans, two concept plats, six rezoning permits, three annexation requests, and nine ordinance revisions. The projects under construction/ review included The Shoppes at the Village Piazza, Lexington Lofts and retail building, Braelinn Office Park, Towne Club at Peachtree City, Hilton Gardens hotel, BB&T office building, Kedron Office Park, Commerce Pointe office building, OMNI Fuels, and the First Baptist Church community life building. Pending projects included State Road 54 W retail (Line Creek tracts), State Road 74 South retail (Stephens tract), Somerby of Peachtree City (Stephens tract), the Wieland subdivision (West Village), and the Levitt & Sons subdivision (West Village). The members were actively assisting staff with the Comprehensive Plan update, ordinance revisions, architectural review, site inspections, working with applicants, and the update to zoning and land use maps.

Plunkett noted that, in the future, the board members should attend meetings when updates were done. Rast apologized and said he had not notified the members in a timely manner.

Update on the City's 50th Anniversary Celebration

Leisure Services Director Randy Gaddo briefed Council on the plans for the celebration. (A copy of his PowerPoint presentation is included in the official meeting file.) He said the City's logo would include wording about the anniversary and that formal approval of logo would be requested at future council meeting. The committee was exploring ways to use the logo on staff uniforms, special letterhead, and unique promotional items such as 50-year coins or miniature golf carts.

The plans included a 50th anniversary history book put together by the Friends of the Library committee, which would be supported by library staff. They were exploring various publishing options and planned to have it on sale prior to 50th anniversary. The funds would run through the Friends of the Library, which was a 501(c)(3) corporation.

Gaddo continued that a nationwide, locally-owned company had offered to sponsor a golf cart parade that would attempt to break the world record for most golf carts in single procession. They were in discussion with the company, but they were significant logistical issues including where to start/finish, the route, and how to avoid interfering with normal traffic – public safety.

The premiere event for the 50^{th} anniversary celebration would be the Touch the World in Peachtree City/Rotary Club Dragon Boat Races. The Dragon Boat Races would be held at Drake Field and would be supported by international food and entertainment at Touch the World, which would be at the City Hall/Library plaza. The first event would be held on October 6, 2007, and would bring the local community and businesses into the 50th celebration. There were nearly 20 teams already, and advertising had just started. The goal this year was 50 teams. Several food and entertainment vendors were already on board.

Gaddo said he was working on an operational plan to pull all elements together and to act as planning guide so many different groups could coordinate their activities and events with 50th focus. The groups included youth sports, churches, civic groups, schools, and businesses. Other conceptual ideas were being considered, including 1959 band at amphitheater.

Harman moved to convene in executive session for threatened or pending litigation and personnel. Boone seconded. The motion carried unanimously.

Logsdon moved to reconvene in regular session. Kourajian seconded. The motion carried unanimously.

Plunkett moved to extend the meeting beyond the 11 p.m. deadline. Kourajian seconded. The motion carried unanimously.

Plunkett moved to not file an appeal in the GRTA case. Boone seconded. The motion carried unanimously.

There being no further business to discuss, Plunkett moved to adjourn. Logsdon seconded. The motion carried unanimously. The meeting adjourned at 11:07 p.m.

Betsy Tyler, Acting City Clerk

Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

2007 City Event Calendar

		September
		9/3 – Labor Day, City offices closed **9/4 – City Council Workshop, 6:30 pm** 9/6 – City Council Meeting, 7 pm 9/13 - Comprehensive Plan Forum (Braelinn), Gathering Place **9/15 – Patriot Day, Falcon Field** 9/15&16 – Shakerag Arts & Crafts Festival 9/20 – City Council Meeting, 7 pm 9/25 – PTC 101 Program Starts, 7 pm 9/27 - Comprehensive Plan Forum (West Village), Centennial
October	**November**	**December**
10/2– City Council Workshop (date change pending), 6:30 pm 10/4 – City Council Meeting, 7 pm 10/6 & 7 – Touch the World in PTC 10/11 - Comprehensive Plan Forum (Kedron), Kedron Fieldhouse 10/13 & 14 – Great Georgia Air Show 10/18 – City Council Meeting, 7 pm 10/20 – PTC Classic Road Race 10/25 - Comprehensive Plan Forum (Glenloch), City Hall	11/1 – City Council Meeting, 7 pm 11/3 –Chili Cook-Off 11/6– City Council Workshop (Tentative), 6:30 pm 11/8 - Comprehensive Plan Forum (Aberdeen), City Hall 11/15 – City Council Meeting, 7 pm 11/22 & 23 – Thanksgiving Holiday, City offices closed	12/1 – Hometown Holiday 12/4– City Council Workshop (Tentative), 6:30pm 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City offices closed

2008 City Event Calendar

January	February	March
1/1 – New Years Day, City offices closed 1/5 – Christmas Tree Recycling 1/4 - City Council Meeting, 7 pm 1/18 - City Council Meeting, 7 pm 1/21 – MLK Day – City offices closed	2/5 – City Council Workshop (Tentative), 6:30 pm 2/7 – City Council Meeting, 7 pm 2/21 - City Council Meeting, 7 pm	3/4 – City Council Workshop (Tentative), 6:30 pm 3/6 – City Council Meeting, 7 pm 3/20 - City Council Meeting, 7 pm

*Note: Items in **BOLD** are new additions*

Updated 8/30/07

ADMINISTRATIVE SERVICES
MONTHLY REPORT

For Month of: ***July 2007***

	June-07	July-07	FY 2007 YTD	FY 2006 YTD
Human Resources				
Workers Compensation Claims Filed	3	**2**	**21**	20
City Vehicle / Equipment Accidents	1	**2**	**20**	13
Lawsuit Legal Fees	9,400	**$13,436.10**	**$74,028.48**	$45,062.95

Y-T-D Legal Fees adjusted to reflect reimbursements to City from liability insurance company.

	June-07	July-07	FY 2007 YTD	FY 2006 YTD
Municipal Court				
Fines Collected	118,433	**$115,185.00**	**$1,171,148.25**	$1,181,480.95
Online Transactions	158	**166**	**1,571**	1,634
Citations Closed	582	**389**	**5,856**	6,883
Jail Fund Balance	3,537	**$1,891.10**	**$118,109.68**	$84,839.07

** Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies.*

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

	June-07	July-07	FY 2007 YTD	FY 2006 YTD
Public Information				
New Businesses Registered	30	**27**	**297**	293
Public Contacts, Questions & Complaints	81	**181**	**878**	822

This includes 13 complaints against Comcast Cable Company, 13 sanitation company complaints (and 82 survey responses), and 3 Open Records/Discovery Requests.

PEACHTREE CITY BUILDING DEPARTMENT
FY 2007

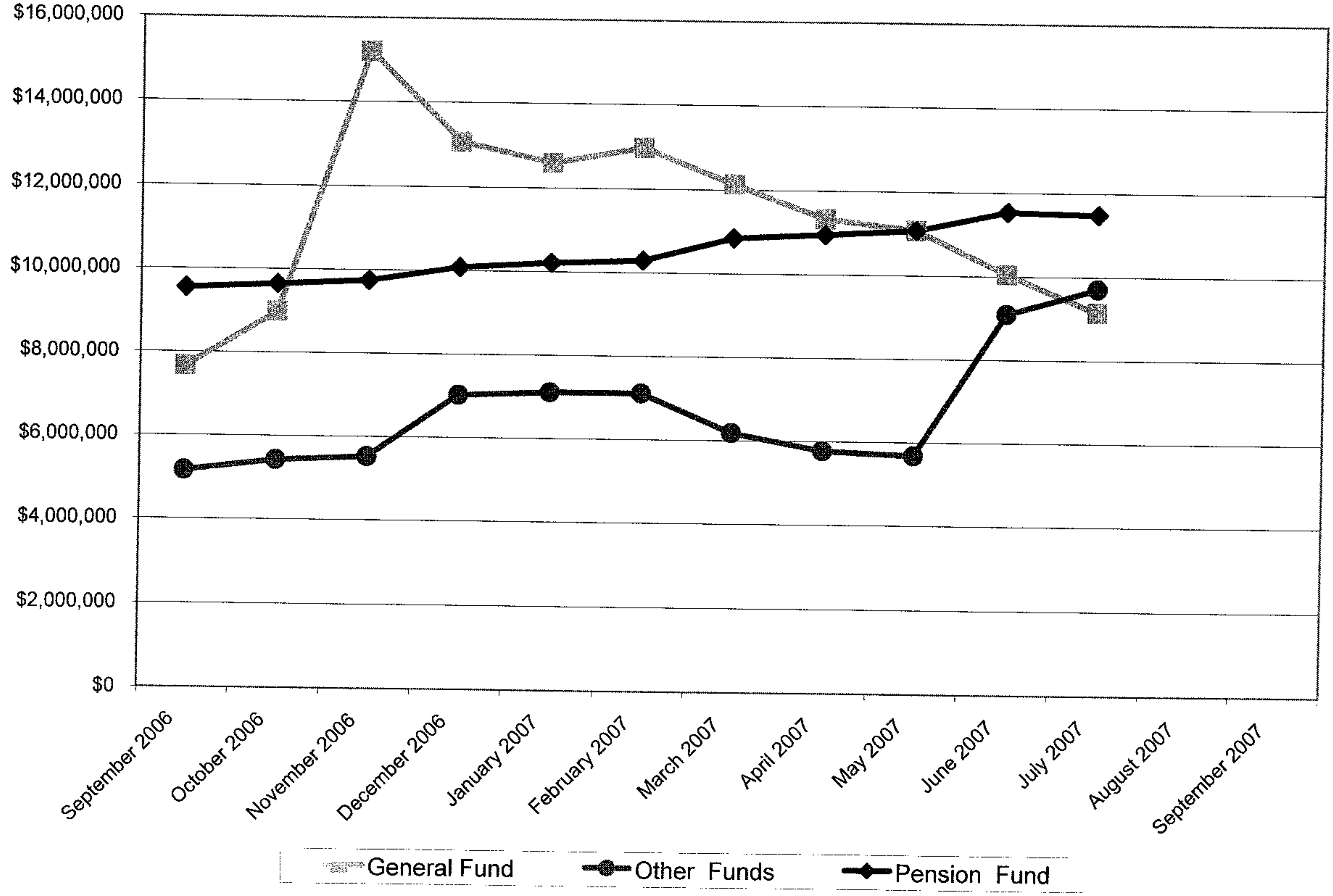
	Jun-07	Jul-07	Fiscal Y-T-D 2007		Fiscal Y-T-D 2006
DEVELOPMENT PERMITS:	5	12	73		137
BUILDING PERMITS:					
Single Family Residential	9	5	72		120
Multi-Family Residential	0	145	145	*	0
Misc.-Pools/fences/additions	63	69	543		511
Commercial/Industrial	8	17	124		151
TOTAL INSPECTIONS:	533	570	5,422		6,554
CERTIFICATE OF OCCUPANCY:					
Residential	7	5	67		86
Commercial	10	6	62		44
Multi-Family Residential	0	0	0		0
CODE ENFORCEMENT:					
Sign Violations	90	109	1,216		2049
Rehab	23	17	163		179
Notice of Violations	252	242	2,443		2454
Citations	3	6	34		29
Stop Work Orders	7	10	68		120
Complaints From Citizens	21	13	197		151
PERMIT FEES COLLECTED:	29,705	30,529	318,460		454,929
POPULATION:	36,191	36,201	36,201		36,012

Based on 2.09 of completed occupancy

***Towne Club at Peachtree City,145 unit assisted living facility.**

Revised 08/14/07

CITY OF PEACHTREE CITY
FISCAL YEAR 2007
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR TEN MONTHS ENDED JULY 31, 2007

PERCENTAGE OF BUDGET YEAR COMPLETED 83.3%

GENERAL FUND REVENUES BY MAJOR CATEGORIES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	$ 10,094,474	$ 9,866,597	$ (227,877)	97.74%
Franchise Taxes	2,191,127	1,958,340	(232,787)	89.38%
Local Option Sales Tax	7,046,292	5,920,072	(1,126,220)	84.02%
Other Sales & Use Taxes	652,642	566,359	(86,283)	86.78%
Business Taxes	2,086,038	2,120,104	34,066	101.63%
Licenses & Permits	956,294	713,030	(243,264)	74.56%
Intergovernmental/Grants	204,966	168,059	(36,907)	81.99%
Charges for Services	1,181,932	831,551	(350,381)	70.36%
Fines & Forfeitures	1,140,817	804,467	(336,350)	70.52%
Investment Income	428,565	517,187	88,622	120.68%
Other Revenue	9,227	15,412	6,185	167.03%
Other Financing Sources	573,193	424,924	(148,269)	74.13%
Total General Fund Revenues	**$ 26,565,567**	**$ 23,906,102**	**$ (2,659,465)**	**89.99%**
Surplus Carryover	263,462	-		
Total General Fund	**$ 26,829,029**	**$ 23,906,102**		

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE

Division and/or Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	$ 482,855	$ 363,427	119,428	75.27%
Administrative Services	1,032,759	796,679	236,080	77.14%
Financial Services	922,103	723,331	198,772	78.44%
Police Services	5,568,253	4,138,735	1,429,518	74.33%
Fire/EMS Services	5,320,407	4,084,046	1,236,361	76.76%
Public Works	4,141,279	3,100,721	1,040,558	74.87%
Leisure Services	4,924,213	3,766,791	1,157,422	76.50%
Developmental Services	1,332,497	1,020,548	311,949	76.59%
Non-Divisional:				
Council Contingency	94,760	-	94,760	0.00%
Non-Profit Organizations	20,000	20,000	-	100.00%
Transfer to Development Authority	35,000	66,651	(31,651)	190.43%
Transfers to Other Funds	3,121,202	2,448,911	672,291	78.46%
Liability Insurance	80,835	54,995	25,840	68.03%
Legal Services	162,880	103,488	59,392	63.54%
General Administration/Bad Debt Expense	62,920	438	62,482	0.70%
Other	(472,934)	-	(472,934)	0.00%
Total General Fund	**$ 26,829,029**	**$ 20,688,761**	**$ 6,140,268**	**77.11%**

HOTEL/MOTEL FUND REVENUES

Description	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	**$ 1,092,291**	**$ 767,251**	**$ (325,040)**	**70.24%**

HOTEL/MOTEL TRANSFERS OUT

Type	2007 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	$ 364,097	$ 255,750	$ 108,347	70.24%
Transfer to Tourism Association	728,194	511,501	216,693	70.24%
Total Hotel/Motel Transfers Out	**$ 1,092,291**	**$ 767,251**	**$ 325,040**	**70.24%**

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF JULY 31, 2007

SUMMARY OF MAJOR EXPENDITURES BY CITY MANAGER JULY 2007			
Description	**Vendor**	**Award**	**Date**
Kubota Utility Vehicle	Wade Tractor & Equip.	$ 14,614	07/11/2007
Paschall Road Tunnel Design	Neel-Schaffer	14,000	07/19/2007
Striping of School Zones	C.W. Matthews, Inc.	15,352	07/24/2007
Kedron Parking Lot Improvements	Reliable Demo. & Const.	19,250	07/31/2007

PURCHASING REPORT FOR MONTH ENDED JULY 31, 2007 AND JULY 31, 2006		
Activity	**Fiscal Year 2007**	**Fiscal Year 2006**
Purchase Orders / Requisitions Processed	238	213
City Store Requisitions Processed	8	9
Sealed Bids Requested	5	5
Requests for Proposals	1	0
Bids Awarded	1	4
Requests for Proposals Awarded	1	1
Contracts Prepared	2	6
Fixed Assets Purchased	6	2

INFORMATION TECHNOLOGY REPORT JULY 2007 AND YEAR-TO-DATE		
Activity	**Current Month**	**Fiscal Year 2007**
Work Orders Created	89	989
Work Orders Closed	73	919
Work Orders Open	16	70
Project Work Orders	72	693
Technical Support	89	874
Website Visits	117,328	814,350

PEACHTREE CITY FIRE/EMS DEPARTMENT
2007 MONTHLY REPORT

	Jun. 07	Jul. 07	2007 FY-T-D	2006 FY-T-D
FIRE/ACCIDENT CALLS				
Actual Residential Fires	3	4	24	22
Actual Business/Industrial Fires	1	0	9	8
Rescue/EMS Assist	140	171	1448	1447
Vehicle/Golfcart Accidents	28	22	225	246
False Alarms	27	42	263	224
[1]Other	35	24	277	266
Total Engine Response	234	263	2246	2213
Dispatched Fire Calls	64	75	614	553
Response Time Fire	4:55	4:37	5:00	4:44
RESCUE/EMS				
Trauma	33	37	352	572
Medical	135	152	1425	1224
Total # Patients	168	189	1777	1796
Patients Transported	80	100	897	855
Dispatched EMS Calls	167	184	1623	1670
[2]Total Medic Response	220	256	2220	2282
Response Time EMS	4:29	4:47	4:34	4:14
Dispatched Fire/EMS Total	231	259	2237	2223
EMS BILLING				
Patients Billed	110	84	763	759
Revenue Generated	45,621	35,911	315,994	298,043
[3]Total Revenue Received	28,171	19,552	226,359	221,613

[1]Other miscellaneous responses; gas and water leaks, hazmat spills, etc.

[2]Includes Fire Assist Responses

[3]Revenue Received on All Outstanding Accounts

LEISURE SERVICES MONTHLY REPORT

Jul-07

Activity Description	Unit	July 07	FY 2007 YTD	FY 2006 YTD
Library				
Books Circulated	number	43,652	344,381	215,732
Internet Usage	visits	4,154	35,166	27,559
Computer Lab Use	hours	40	300	476
Recreation				
Class/Program Revenue	$	$24,548	$78,526	$45,948
Playing Surface Mowing	hours	505	2,888	2,916
Playing Field Preparations	hours	847	6,831	6,737
Building Maintenance	hours	447	4,450	4,320
Safety Inspections	visits	50	500	500
Litter Removal	hours	340	3,048	2,864
Complaints answered	number	1	9	17

PEACHTREE CITY POLICE DEPARTMENT
2007 MONTHLY REPORT

	JULY 2007	JUNE 2007	2007 CYTD	2006 CYTD
PART I CRIMES				
Criminal Homicide	0	0	0	1
Rape	0	0	0	0
Robbery	0	0	2	2
Aggravated Assault	1	2	5	3
Arson	0	0	0	1
Motor Vehicle Theft	10	10	43	39
Theft	34	32	161	176
Burglary	0	4	19	19
TOTAL PART I CRIMES	**45**	**48**	**230**	**241**
ALCOHOL/DRUG ARRESTS				
DUI – TOTAL	21	16	118	142
DUI – ADULT	19	13	105	124
DUI – UNDERAGE	2	3	13	18
MINOR IN POSSESSION OF ALCOHOL	22	9	48	46
DRUG ARRESTS:				
MARIJUANA	5	8	33	39
METHAMPHEDIMINE	0	0	4	4
COCAINE	3	0	3	3
OTHER (opium, etc)	0	2	7	1
ARRESTS				
PROPERTY CRIMES	17	20	95	98
PERSON CRIMES	5	8	47	30
CITY ORDINANCES	44	68	265	273
TRAFFIC OFFENSES	45	55	353	406
OTHER	49	33	312	302
AVERAGE RESPONSE TIME	6.03	6.00	5.63	5.71
CALLS ANSWERED	**5,518**	**5,273**	**38,244**	**41,751**

TRAFFIC				
CITATIONS ISSUED	629	611	4,457	4,397
WARNINGS	799	617	4,606	3,217
ACCIDENTS	87	87	685	650

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	8
HWY 54 / HUDDLESTON DR	3
HWY 54 / WALT BANKS ROAD	2
HWY 74 / PEACHTREE PARKWAY	2
HWY 74 / KEDRON DRIVE	2

TOP 5 ACCIDENT LOCATIONS – Y T D

HWY 54 / HWY 74	58
HWY 54 / PEACHTREE PARKWAY	18
HWY 54 / PLANTERRA WAY	16
HWY 74 / CROSSTOWN ROAD	16
HWY 74 / ROCKAWAY ROAD	15

PUBLIC SERVICES MONTHLY REPORT
JULY 2007

Activity Description	Unit	July- 07	FY 2007 YTD	FY 2006 YTD
Street Patching	Hrs.	330	1,863	2,238
Street Crack Sealing	Hrs.	0	560	591
Drainage Maintenance	Hrs.	178	3,802	1,282
Cart Path Paving	Ft.	2,027	32,282	36,318
Cart Path Prepped For Paving	Ft.	2,645	18,341	14,473
Cart Path Litter Removal	Hrs.	75	1,156	1,146
Cart Path Drainage Maintenance	Hrs.	211	1,413	1,798
R.O.W. Mowing	Hrs.	802	4,064	3,275
R.O.W. litter Removal	Hrs.	311	4,750	3,877
General Maintenance	Hrs.	209	2,451	2,726
Mowing (Subdivision Entrances)	Hrs.	1,009	4,916	4,504
Landscape Maintenance	Hrs.	71	968	662
Landscape Planting/Mulching	Hrs.	0	2,254	3,667
Subdivision Sign Maintenance	Hrs.	64	757	243
Traffic Sign Maintenance	Hrs.	56	844	1,657
Vandalism Repairs	Hrs.	36	301	66
Vandalism Repairs	Dls.	215	4,528	2,061
Citizen Requests Answered	Num.	130	830	691
Community Service	Hrs.	16	96	174

RECYCLING SITE

Manhours	Hrs.	57	521	688
PARTICIPANTS				
Recycling	Num.	356	2,617	1,896
Composting	Num.	1,184	9,829	8,093
Mulch Pick Up	Num.	69	624	798

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager

FROM: Paul J. Salvatore, Financial Services Director P.S.
Janet I. Camburn, Assistant Finance Director JC

DATE: August 29, 2007

SUBJECT: Budget Amendments – Fiscal Year 2007

September 6, 2007 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached fiscal year 2007 budget amendments.

Discussion:

Attached please find budget amendments for fiscal year 2007 submitted for your approval. Budget amendment 07-020 establishes a 2007 budget for the purchase of fingerprint equipment for the Police Department. As discussed in budget workshops, this purchase is to be made from surplus funds in the Police Department due to on-going vacancies in the department. Budget amendment 07-021 provides an increase in both revenues and expenditures in several Special Revenue Funds. This is housekeeping in nature and will cover expenditures in the funds that are off-set by donations or other revenues in the funds. Budget amendment 07-022 also increases both revenues and expenditures in the General Fund and the 2007 PIP Fund. The entries to the General Fund are 1) due to a donation for computer supplies, particularly software, for the Police Department, and 2) due to the additional expenditure for interest on the Development Authority Debt. The entry to the PIP Fund increases expenditures for playground equipment and is off-set by a donation for that equipment. Budget amendment 07-023 increases both revenues and expenditures in the General Fund to account for funds received from the Stoneacre Homeowners Association to off-set costs to replace signage. Budget amendment 07-024 increases both budgeted revenue and expenditures in the 2007 PIP Fund for the anticipated additional costs associated with the repairs at the Police Headquarters. Additional information is provided on the individual budget amendments that are attached.

Budget Impact:

The impact on the various fund budgets is provided as a supplement to this memorandum.

If you have any questions, please do not hesitate to contact either Paul or Janet.

Thank you for your attention to this matter.

Attachment

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-020

DATE September 6, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
357-3210-54-xxxx	( )	AFIS Equipment	60,000	
357-00-39-1110	xxx	Transfer from General Fund	60,000	
100-1505-61-1357	xxx	Transfer to Fund 357	60,000	
100-00-38-9025	xxx	Surplus Carryover	60,000	
		TOTAL	$ 240,000	$ -

To establish 2007 budget for the purchase of fingerprint equipment as recommended by City Council during budget workshops.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-021

DATE September 6, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
209-00-34-2101	xxx	Donation - PCAPD	4,000	
209-3210-53-1750	xxx	Promotion Items - CERT	4,000	
204-00-34-2200	xxx	HAZMAT Donations	500	
204-3510-53-1175	xxx	Operating Supplies	500	
211-00-38-9000	xxx	Other Revenue	500	
211-3210-53-1725	xxx	Uniforms	500	
235-00-34-7900	xxx	Other Revenue	900	
235-6129-54-1200	xxx	Site Improvements	900	
236-00-34-7900	xxx	Other Revenue	520	
236-6129-61-1233	xxx	Transfer to Fund 233	520	
233-00-39-1236	xxx	Transfer from Fund 236	520	
233-6129-54-1200	xxx	Site Improvements	520	
237-00-34-7900	xxx	Other Revenue	2,500	
237-6129-54-1300	xxx	Buildings	2,500	
		TOTAL	$ 18,880	$ -

To adjust budgets in Special Revenue Funds to recognize additional revenue received during the year and corresponding expenditures.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-022

DATE September 6, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-34-2102	xxx	Donations	1,000	
100-1320-53-1180	xxx	Computer Supplies	1,000	
357-00-34-2102	xxx	Donation	1,000	
357-6110-54-1235	190	Playground Equipment	1,000	
100-00-38-9028	xxx	Surplus Carryover	31,652	
100-1505-57-2018	xxx	Transfer to Development Authority	31,652	
		TOTAL	$ 67,304	$ -

To recognize donations 1) from Georgia Association of Chiefs of Police for the purchase of computer software for the Police Department for the crimes against children programs and 2) from TRI4GOLD for playground equipment at the Huddleston Pond Site. To recognize additional transfer to the Development Authority to cover interest on debt service.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-023

DATE September 6, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-00-34-7900	xxx	Other Charges for Services	1,290	
100-4100-53-1110	xxx	Street Supplies	1,290	
		TOTAL	$ 2,580	$ -

To increase both revenue and expenditures in the General Fund for the partial cost of the replacement of signage at the Stoneacre subdivision. The City pays the first $3,000 of this signage and the balance of $1,290 is paid by the homeowners. These monies have been collected and already deposited into the City's General Fund.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-024

DATE September 6, 2007

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
357-00-39-3310	xxx	Loan Proceeds	200,000	
357-3210-54-1325	177 - Const	PD Moisture Problem	200,000	
		TOTAL	$ 400,000	$ -

To increase both budgeted revenue and expenditures for the anticipated additional costs associated with repairs to the Police Headquarters. This has been included in the Bricks & Mortar loan to be closed on September 24, 2007.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2007

September 6, 2007

General Fund (100)	
Budgeted Revenue and Expenditures before amendments	$ 26,829,029
Budget Amendments:	
Transfer for AFIS for Police Department	60,000
Donation from GA Assoc. of Chiefs of Police	1,000
Transfer for Development Authority Interest Payment	31,652
Stoneacre signage	1,290
Budgeted Revenue and Expenditures after amendments	$ 26,922,971
Police Grants/Donations Fund (209)	
Budgeted Revenue and Expenditures before amendments	$ 30,918
Budget Amendments:	
Auxiliary Donation	4,000
Budgeted Revenue and Expenditures after amendments	$ 34,918
HAZMAT Fund (204)	
Budgeted Revenue and Expenditures before amendments	$ 905
Budget Amendments:	
Donations	500
Budgeted Revenue and Expenditures after amendments	$ 1,405
Explorer Troup Fund (211)	
Budgeted Revenue and Expenditures before amendments	$ -
Budget Amendments:	
Donations	500
Budgeted Revenue and Expenditures after amendments	$ 500
PTC Lacross Fee Fund (233)	
Budgeted Revenue and Expenditures before amendments	$ 2,526
Budget Amendments:	
Additional Fees	520
Budgeted Revenue and Expenditures after amendments	$ 3,046
PTC BMX Fee Fund (235)	
Budgeted Revenue and Expenditures before amendments	$ 356
Budget Amendments:	
Additional Fees	900
Budgeted Revenue and Expenditures after amendments	$ 1,256
PTC Football Fee Fund (236)	
Budgeted Revenue and Expenditures before amendments	$ 5,549
Budget Amendments:	
Additional Fees	520
Budgeted Revenue and Expenditures after amendments	$ 6,069

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2007 *continued*

September 6, 2007

PTC Hockey Fee Fund (237)		
Budgeted Revenue and Expenditures before amendments	$	4,321
Budget Amendments:		
Additional Fees		2,500
Budgeted Revenue and Expenditures after amendments	$	6,821
2007 PIP Fund (357)		
Budgeted Revenue and Expenditures before amendments	$	3,169,108
Budget Amendments:		
Transfer for AFIS		60,000
Donation for Playground		1,000
Additional costs for Police Headquarters		200,000
Budgeted Revenue and Expenditures after amendments	$	3,430,108

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Acting Administrative Services Director / City Clerk**

DATE: **August 20, 2007**

SUBJECT: **Consider Ordinance Amendment – Mixed Drink and Excise Tax Due Dates**
September 6, City Council Meeting

Recommendation:

That Council adopt the attached amendments to the Alcoholic Beverages Ordinance.

Discussion:

Currently, the ordinance reads that mixed drink taxes and alcohol excise taxes are due on the 10^{th} day of the month following the month in which they are collected. The State requires excise tax payments on the 20^{th} day of the month, rather than the 10^{th}, and Peachtree City has been collecting them based on the later deadline because the businesses are running the reports at the same time for both agencies. The proposed amendment is a housekeeping item intended to bring our Alcoholic Beverages Ordinance in line with our current operations and to parallel what the state requires.

Budget Impact:

This item should have no budget impact.

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR THE PAYMENT OF ALCOHOL EXCISE TAX AND TAXATION OF BEVERAGES BY THE DRINK; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article II, Chapter 6 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-46. Excise tax; report; penalty for failure to file; payment.

(b) The excise tax levied under subsection (a)(1), (2) and (3) of this section shall be paid and collected in the following manner: The taxes shall be paid by the wholesale dealer on or before the 20th day of the month following the calendar month in which the beverages are sold or disposed of within the city by the wholesale dealer. The wholesale dealer shall also file a report itemizing for the preceding calendar month the exact quantities of alcoholic beverages by size and type of container, sold during the month within the city. The wholesale dealer shall file the report and pay the tax at the office of the city clerk.
(Ord. No. 794, 10-17-02)

Deleted: 10th

Section 2. Article IV, Chapter 6 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 6-164. (Taxation of Beverages by the Drink) Payment of tax by licensee; collection fee.

(a) *Due date of taxes.* All taxes collected by any licensee or agent under this article shall be due and payable to the city on or before the 20th day of every month next succeeding each respective monthly period as forth in this article.
(Ord. No. 794, 10-17-02)

Deleted: 10th

Section 3. 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 4. 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 5. This ordinance shall be in full force and effect upon its official adoption by the City Council.

This __________________ day of __________________ 2007.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**

FROM: **City Planner** David

DATE: **August 30, 2007**

SUBJECT: **Adoption of Partial Plan update**
September 6, 2007 City Council Agenda

Recommendation:
Staff recommends that Council approve the attached Resolution of Adoption and authorize Staff to forward this document to the Atlanta Regional Commission (ARC) and the Georgia Department of Community Affairs (DCA).

Discussion:
Both the ARC and DCA have completed their review of the city's Partial Plan update. Submittal of these documents assures ARC and DCA that local governments are in compliance with their adopted Comprehensive Plans and allows us to maintain our status as a Qualified Local Government (QLG). These documents must be officially adopted by City Council in order to complete this step in updating our Comprehensive Plan.

A copy of the Partial Plan update is available on the Planning Department page on the city's website at www.peachtree-city.org/plan .

Budget Impact:
There is no budget impact associated with the adoption of this document.

Attachment

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY ADOPTING THE PARTIAL PLAN UPDATE OF THE PEACHTREE CITY COMPREHENSIVE PLAN.

WHEREAS, the City of Peachtree City has completed the Partial Plan Update to the city's Comprehensive Plan and associated Short Term Work Program (STWP) in accordance with the revised Local Planning Standards as adopted by the Georgia Department of Community Affairs (DCA); and

WHEREAS, the City of Peachtree City has adopted an updated Short Term Work Program (STWP) and Capital Improvements Element (CIE) in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989; and

WHEREAS, the City of Peachtree City must continue to submit the Annual Impact Fee Financial Report in accordance with the Development Impact Fee Compliance Requirements Procedures for Local Comprehensive Planning established by the Georgia Planning Act of 1989.

BE IT THEREFORE RESOLVED, the Mayor and Council of the City of Peachtree City do hereby adopt the Partial Plan Update and associated Short Term Work Program in accordance with the requirements of the Georgia Planning Act of 1989.

SO RESOLVED, this _____ day of _____________, 2007.

____
Harold Logsdon, Mayor

____

____

____

____

Attest: _____________________________
City Clerk

POLICE DEPARTMENT

350 South Highway 74 | Peachtree City, GA 30269 | 770-487-8866 | Fax: 770-631-2512
www.ptcpolice.org

James V. Murray
Chief of Police

TO: MAYOR AND CITY COUNCIL

FROM: CHIEF JAMES V. MURRAY

DATE: AUGUST 30, 2007

SUBJECT: DONATION FROM PANASONIC

Panasonic has requested to donate a 42-inch HD Plasma television to the police department. The police department would use this television in the training room. The value of the product is $1,500.00.

It is my recommendation that we accept the donation.

CC: City Manager

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager Bernard J. McMullen

FROM: Paul J. Salvatore, Financial Services Director P.S.
Janet I. Camburn, Assistant Finance Director JC

DATE: August 30, 2007

SUBJECT: Master Lease Agreement – Draw #6

September 6, 2007 Council Consent Agenda

Recommendation:

That City Council authorize Draw #6 against the Master Lease Agreement with the Peachtree City Governmental Finance Corporation and All Points Public Funding, LLC, in the amount of $392,608.99; and authorize the Mayor and Financial Services Director to sign all pertinent documents on behalf of the City of Peachtree City and the Mayor and City Clerk to sign all documents on behalf of the Finance Corporation in their positions as President and Secretary of the Corporation.

Discussion:

On August 31, 2005, the City entered into a Master Lease Agreement with the Peachtree City Governmental Finance Corporation (a component unit of the City of Peachtree City) and All Points Public Funding, LLC, for the financing of machinery and equipment. On September 15, 2005, the City completed the first financing arrangement (lease schedule) with All Points. Three additional lease schedules were completed in 2006, including the funding for the energy performance contract. The City recently entered into a fifth financing arrangement for the eleven (11) police vehicles. This financing agreement is for the Fire Department rescue/pumper purchased earlier this year. This fire equipment was previously budgeted to be financed and a reimbursement resolution for this equipment was approved by City Council on August 17, 2006. Closing for this financing is currently planned for September 21, 2007. In order to place payments on a quarterly basis and on the City's fiscal year basis, this is a 60-month plus 9-day lease. Attached is an amortization schedule, prepared by All Points Public Funding, with an interest rate of 3.74 percent for this lease/purchase arrangement.

Budget Impact:

There is no budget impact by entering into this lease/purchase arrangement. Funds have been budgeted and approved in the fiscal year 2008 and subsequent years' budgets for the debt service associated with the financing of this equipment.

Council/September 6, 2007/Lease-Purchase/jic

DAVIS & MEEKER, L.L.C.

ATTORNEYS AT LAW
6631 WATSON STREET
UNION CITY, GEORGIA 30291

(770) 964-0228
FAX (770) 964-9730

THEODORE P. MEEKER, III
E-MAIL: tpmeeker@comcast.net

September 21, 2007

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

All Points Public Funding, LLC
275 Broadhollow Road
Melville, New York 11747

Re: Master Lease (the "Lease") dated as of August 31, 2005, and Lease Supplement dated as of September 21, 2007, by and between Peachtree City Governmental Finance Corporation, Inc. ("PCGFC") and City of Peachtree City (the "City)

Dear Sirs and Madams:

As counsel for the City I have examined the Master Lease dated August 31, 2005, the Lease Supplement dated August 31, 2006, Equipment Lease Schedule No. 2 dated August 31, 2006, the Lease Supplement dated September 22, 2006, Equipment Lease Schedule No. 3 dated September 22, 2006, Equipment Lease Schedule No. 4 dated December 22, 2006, Lease Supplement dated December 22, 2006, Equipment Lease Schedule No. 5 dated August 16, 2007, Lease Supplement dated August 16, 2007, Equipment Lease Schedule No. 6 dated September 21, 2007, and Lease Supplement dated September 21, 2007 (together, the "Lease Documents"), and such other papers, laws and legal materials as I have deemed relevant to form the opinions herein expressed.

Based upon the foregoing, it is my opinion that:

1. The City is a municipal corporation duly created and validly existing under the Constitution and laws of the State of Georgia and has all requisite right, power and authority to execute and deliver the Lease, and to perform all acts and consummate all of the transactions contemplated by the Lease.

2. The Lease Documents have been duly authorized by all necessary official action on the part of the City, have been duly executed and delivered by Peachtree City Governmental Finance Corporation, Inc., the City, and (assuming due authorization, execution and delivery by the other parties thereto) constitute legal, valid and binding obligations thereof, enforceable in accordance with their terms, except as enforcement thereof may be limited by the exercise of judicial discretion in appropriate cases, and applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting the enforcement of creditors' rights generally.

3. The execution and delivery of the Lease Documents and the compliance by the City with the terms thereof will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, any agreement of other instrument to which the City is a party or by which it may be bound, its Charter or any judgment, decree, order, constitutional provision, law, statute or governmental rule or regulation applicable to the City, provided that the requirements of O.C.G.A. § 36-60-13 are complied with by the other parties to the Lease Documents.

4. There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, or governmental body, pending or known to be threatened against or affecting the City, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by the Lease Documents, or which in any way would adversely affect the validity or enforceability of the Lease Documents.

5. All legal action required to be taken by the City in connection with the Lease Documents has been validly taken in compliance with the provisions of law (including by not limited to compliance with Georgia Open Meetings Law), and none of the proceedings held or actions taken by the City with respect to any of the foregoing has been repealed, rescinded or revoked.

This opinion may be relied upon by the addresses hereof, and any of their assigns under the Lease.

Sincerely,

DAVIS & MEEKER, LLC
City Attorneys, City of Peachtree City, Georgia

Theodore P. Meeker, III

TPM/jb

OFFICIAL INTENT RESOLUTION

WHEREAS, the City of Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed $2,075,000 to finance the costs of acquiring and/or installing various purpose capital projects, including machinery and equipment (collectively the "Project"); and

WHEREAS, the City has used or will use, before the issuance of the Obligations, moneys in its General Fund or Stormwater Utility Fund to pay expenditures related to the Project and reasonably expects to use proceeds of the Obligations to reimburse its General Fund or Stormwater Utility Fund for these expenditures; and

WHEREAS, Treasury Regulation Section 1.150-2 requires the City to declare its intent to use proceeds of the Obligations to reimburse its General Fund or Stormwater Utility Fund for moneys used to pay expenditures related to the Project;

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

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund or Stormwater Utility Fund for moneys used to pay expenditures related to the Project, including, without limitation, expenditures for machinery and equipment for fiscal years 2006 and 2007 listed on Appendix, A which is attached hereto and incorporated herein.

2. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED THIS 17th day of August, 2006.

CITY OF PEACHTREE CITY

(SEAL)

By: Harold K Logsdon
Harold K. Logsdon
Mayor

Attest:
J S Miller
Jane S. Miller
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, JANE S. MILLER, City Clerk of the *City of Peachtree City*, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of the City of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at 7 PM p.m., on the 17th day of August, 2006, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

I do hereby further certify that the following members of the Governing Body were present at such meeting:

Harold K Logsdon
Steve Boone
Stuart Kourajian
Judi-ann Rutherford
Cyndi Plunkett

and that the following members were absent:

—
—

and that such resolution was duly adopted by a vote of:

Aye 5 Nay 0

WITNESS my hand and the official seal of the City of Peachtree City, this the 17th day of August, 2006.

Jane S. Miller
City Clerk

(SEAL)

Appendix A

CITY OF PEACHTREE CITY, GEORGIA
PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, INC.
LEASE/PURCHASE
PROJECTED FINANCING

FISCAL YEAR 2006		
Ten (10) Police Replacement Vehicles	$	330,000
Rescue Pumper (Replace Engine 85)		401,258
Street Sweeper (Stormwater)		210,000
Vacuum Truck (Stormwater)		300,000
Track Hoe (Stormwater)		85,000
Back Hoe (Stormwater)		55,000
		1,381,258
FISCAL YEAR 2007		
Eleven (11) Police Replacement Vehicles		427,900
Emergency Pre-Plan Software		108,000
Mobile Data Terminals		154,279
		690,179
GRAND TOTAL	$	2,071,437

EXHIBIT A

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

EQUIPMENT SCHEDULE

MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT NO.:	1
DATE OF MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT:	August 31, 2005
EQUIPMENT SCHEDULE NO.:	6
EQUIPMENT SCHEDULE DATE:	September 21, 2007
LESSEE:	PEACHTREE CITY, GEORGIA
COMMENCEMENT DATE:	September 21, 2007
SCHEDULED TERM (NUMBER OF MONTHS):	60 months plus 9 days

1. DESCRIPTION OF THE EQUIPMENT:

See attached schedule

together with all accessories, attachments, substitutions and accessions.

2. EQUIPMENT LOCATION: PEACHTREE CITY FIRE DEPARTMENT

3. RENTAL PAYMENT SCHEDULE:

See attached amortization schedule

4. Lessee's current Fiscal Period extends from October 1 to September 30.

5. For purposes of this Schedule, "State" means the State of Georgia.

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

7. Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in such Master Equipment Lease-Purchase Agreement (particularly Paragraph 20 thereof) are true and correct as though made on the date of execution of this Schedule.

PEACHTREE CITY, GEORGIA
as Lessee

By:________________________

Paul J. Salvatore
Financial Services Director

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION
as Lessor

By:________________________

Harold K. Logsdon
President

Counterpart No. _____ of 4 manually executed and serially numbered counterparts. To the extent that this Schedule constitutes chattel paper (as defined in the applicable Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

CITY OF PEACHTREE CITY
PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, INC.
LEASE/PURCHASE #6
RESCUE/PUMPER
SEPTEMBER 21, 2007

Description	VIN/Serial Number	Amount
2007 Spartan Rescue/Pumper	487AT2F907C057111	$ 392,608.99
		$ 392,608.99

CITY OF PEACHTREE CITY
PEACHTREE CITY FINANCE CORPORATION, INC.
LEASE PURCHASE #6
AMORTIZATION SCHEDULE

Date Due	Principal Component	Interest Component	Total Rental Payment Due	Concluding Payment
09/21/2007				392,608.99
12/31/2007	17,593.22	4,041.42	21,634.64	375,015.77
03/31/2008	18,128.24	3,506.40	21,634.64	356,887.53
06/30/2008	18,297.74	3,336.90	21,634.64	338,589.79
09/30/2008	18,468.83	3,165.81	21,634.64	320,120.96
12/31/2008	18,641.51	2,993.13	21,634.64	301,479.45
03/31/2009	18,815.81	2,818.83	21,634.64	282,663.64
06/30/2009	18,991.73	2,642.91	21,634.64	263,671.91
09/30/2009	19,169.31	2,465.33	21,634.64	244,502.60
12/31/2009	19,348.54	2,286.10	21,634.64	225,154.06
03/31/2010	19,529.45	2,105.19	21,634.64	205,624.61
06/30/2010	19,712.05	1,922.59	21,634.64	185,912.56
09/30/2010	19,896.36	1,738.28	21,634.64	166,016.20
12/31/2010	20,082.39	1,552.25	21,634.64	145,933.81
03/31/2011	20,270.16	1,364.48	21,634.64	125,663.65
06/30/2011	20,459.68	1,174.96	21,634.64	105,203.97
09/30/2011	20,650.98	983.66	21,634.64	84,552.99
12/31/2011	20,844.07	790.57	21,634.64	63,708.92
03/31/2012	21,038.96	595.68	21,634.64	42,669.96
06/30/2012	21,235.68	398.96	21,634.64	21,434.28
09/30/2012	21,434.28	200.36	21,634.64	0.00
	392,608.99	40,083.81	432,692.80	

EXHIBIT A-1

(TO EQUIPMENT SCHEDULE NO.6)

CERTIFICATE OF ACCEPTANCE

The undersigned, as Lessee under that certain Master Equipment Lease-Purchase Agreement No. 1 dated August 31, 2005 (the *"Agreement"*), which is incorporated by reference into that certain Equipment Schedule No. 6 dated September 21, 2007 (the *"Lease"*), each with Peachtree City Governmental Finance Corporation, as lessor (*"Lessor"*), hereby certifies:

1. The items of the Equipment identified in the Lease (the *"Equipment"*) have been delivered and installed at the location(s) set forth therein.

2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.

3. The estimated useful life of the Equipment based upon the manufacturer's representations and Lessee's projected needs is not less than the term of lease with respect to the Equipment.

4. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.

5. The Equipment is covered by insurance in the types and amounts required by the Lease.

6. No Event of Default, as such term is defined in the Lease, and no event which with the giving of notice or lapse of time or both, would become an Event of Default, has occurred and is continuing on the date hereof.

7. Sufficient funds have been appropriated by Lessee for the payment of all rental payments due under the Lease during Lessee's current Fiscal Period.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth in the Lease by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

   (a) Equipment List;

   (b) Original Invoice(s); and

   (c) Copies of Certificate(s) of Origin, when applicable, designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. 1.150-2.

Date: September 21, 2007

PEACHTREE CITY, GEORGIA
as Lessee

By: ______________________________
Paul J. Salvatore
Financial Services Director

CITY OF PEACHTREE CITY
PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, INC.
LEASE/PURCHASE #6
RESCUE/PUMPER
SEPTEMBER 21, 2007

Vendor	Description	VIN/Serial Number	Invoice Number	Check Number	Amount
Central States	Rescue/Pumper	4S7AT2F907C057111	38383	212059	$ 177,178.00
Central States	Rescue/Pumper		39051	212894	215,387.00
Fed Ex	Overnight Dellivery	N/A	8-807-01217	212327	22.99
Fayette County Tag Office	Tags & Titles	N/A	N/A	213334	21.00
Total Amount to be Financed					$ 392,608.99

EXHIBIT A-2

(TO EQUIPMENT SCHEDULE NO. 6)

[ATTACH I.R.S. FORM 8038-G OR 8038-GC, AS APPROPRIATE]

To be prepared by All Points Public Funding, LLC

EXHIBIT A-3

(TO EQUIPMENT SCHEDULE NO. 6)

NOTICE AND ACKNOWLEDGEMENT OF SALE OF RENTAL PAYMENTS AND ASSIGNMENT OF LEASE

Peachtree City Governmental Finance Corporation (*"Lessor"*) and Peachtree City, Georgia (*"Lessee"*) have entered into a Master Equipment Lease-Purchase Agreement No. 1 dated August 31, 2005 and Equipment Schedule No. 6 dated September 21, 2007 (collectively the *"Lease"*), under which Lessee has, or will have prior to its execution hereof, leased equipment (the *"Equipment"*) described in such Equipment Schedule.

Lessee is hereby notified that Lessor has assigned its right, title and interest in and to the Lease, the leased Equipment and the rental payments as permitted by the Lease.

Lessee is hereby directed to pay any and all rental payments and other amounts due with respect to which Lessor's assignee (*"Assignee"*) renders an invoice, at the address set out immediately below or as otherwise directed in said invoice:

"ASSIGNEE"	ALL POINTS PUBLIC FUNDING, LLC 275 BROADHOLLOW ROAD MELVILLE, NEW YORK 11747

By signing this Notice and Acknowledgment, Lessee agrees that it will pay all amounts due under the Lease as directed in the invoice without any set-off or deduction whatsoever notwithstanding any defect in, damage to or requisition of any of the Equipment leased under the Lease, any other similar or dissimilar event, any defense, set-off, counterclaim or recoupment arising out of any claim against Lessor or Assignee.

Lessee further acknowledges and agrees that Assignee has not assumed any of Lessor's obligations or duties under the Lease or made any warranties whatsoever as to the Lease or the Equipment. Lessee agrees that no change may be made to the Lease without the prior written consent of Assignee.

By signing this Notice and Acknowledgment, Lessee warrants that its representations and warranties under the Lease are true and correct on the date hereof.

Date: September 21, 2007

PEACHTREE CITY, GEORGIA,
as Lessee

By: ______________________________
Paul J. Salvatore
Financial Services Director

EXHIBIT A-4

(TO EQUIPMENT SCHEDULE NO. 6)

September 21, 2007

Re: Master Equipment Lease-Purchase Agreement No. 1
dated August 31, 2005 and Equipment Schedule No. 6 thereto

Please see attached GIRMA Certificate Request Form

Very truly yours,

PEACHTREE CITY, GEORGIA

By: ______________________________
Paul J. Salvatore
Financial Services Director

CERTIFICATE OF COVERAGE

ISSUE DATE 8/3/2007

ADMINISTRATOR (404)224-5000 FAX (404)224-5001
Willis Pooling Practice
One Glenlake
1 Glenlake Parkway, 11th Floor
Atlanta, GA 30328

NAMED MEMBER
City of Peachtree City
151 Willow Bend Road
Peachtree City, GA 30269-3104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANY AFFORDING COVERAGE

COMPANY A: Georgia Interlocal Risk Management Agency (GIRMA)
COMPANY B:
COMPANY C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE AGREMENT PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		LIMITS	DEDUCTIBLE
	GENERAL LIABILITY				EACH OCCURRENCE	$	$
	[ ] COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$	$
	[ ] OCCURRENCE				MED EXP (Any one person)	EXCLUDED	
	[ ] GEN'L AGGREGATE LIMIT APPLIES per POLICY				PERSONAL & ADV INJURY	$	$
					GENERAL AGGREGATE	UNLIMITED	
					PRODUCTS-COMP/OP AGG	$	$
					LAW ENFORCEMENT LIAB.	$	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$1,000,000	$25,000
	X ALL AUTOS				BODILY INJURY (per person)	$	$
	X GEORGIA FLEET	PE-6	5/1/2007	5/1/2008	BODILY INJURY (per accident)	$	$
A	X UNINSURED MOTORISTS				PROPERTY DAMAGE (per accident)	$	$
					UM Bodily Injury (per person	$25,000	$25,000
	UNINSURED MOTORISTS				UM Bodily Injury (per accident)	$50,000	$25,000
					UM Property Damage	$25,000	$25,000
	AUTOMOBILE PHYSICAL DAMAGE	PE-6	5/1/2007	5/1/2008			
	[ ] NO COVERAGE				ALL VEHICLES		$
	NO VEHICLES OWNED				X SELECTED VEHICLES		$5,000
	PUBLIC OFFICIALS LIABILITY					$	$
	EMPLOYEE BENEFITS LIABILITY					$	$
	CRIME						
	x BANKET BOND						$500,000
	x DEPOSITORS FORGERY						$500,000
	x MONEY & SECURITIES						$500,000
	PROPERTY						
	[ ] BUILDINGS & CONTENTS					$	$
	[ ] MOBILE EQUIPMENT					$	$
	[ ] BOILER AND MACHINERY					$	$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Peachtree City Government Finance Corporation is loss payee for 2007 Spartan Fire Engine, VIN #4S7AT2F907C057111

CERTIFICATE HOLDER

Peachtree City Government Finance Corporation
ATTN: Mayor Harold Logsdon
157 Willowbend Road
Peachtree City, GA 30269

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

By: [signature] Willis INSURANCE SERVICES

DISCLAIMER

This Certificate of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or administrator, and the certificate holder, nor does it affirmatively or negatively amend, exted or alter the coverage afforded by the policies listed thereon.

GMA v5.1.07m

EXHIBIT B

INCUMBENCY CERTIFICATE

I do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of Peachtree City, Georgia, a political subdivision organized under the laws of the State of Georgia, that I have custody of the records of such entity and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of such entity holding the offices set forth opposite their respective names. I further certify that (i) the signatures set opposite their respective names and titles are their true and authentic signatures, and (ii) such officers have the authority on behalf of such entity to enter into that certain Master Equipment Lease-Purchase Agreement No. 1 dated August 31, 2005 (the *"Agreement"*) and Equipment Schedule No. 6 thereto dated September 21, 2007 (the *"Schedule"*), each between Peachtree City, Georgia and Peachtree City Governmental Finance Corporation, as lessor.

NAME	TITLE	SIGNATURE
Harold K. Logsdon	Mayor	____________________

I hereby further certify that the individual named below holds the office set forth opposite his/her name and is duly authorized to execute Certificates of Acceptance and other documents relating to the Agreement and the Schedule.

NAME	TITLE	SIGNATURE
Harold K. Logsdon	Mayor	____________________
Bernard J. McMullen	City Manager	____________________
Paul J. Salvatore	Financial Services Director	____________________
Colin W. Halterman	Assistant City Manager	____________________

IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Peachtree City, Georgia hereto.

[SEAL]

____
Ann E. Tyler
Acting City Clerk

BILL OF SALE AND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned Peachtree City (the "Assignor"), a municipal corporation created and existing under the laws of the State of Georgia, hereby GRANTS, BARGAINS, SELLS, ASSIGNS, DELIVERS, TRANSFERS, AND SETS OVER unto Peachtree City Governmental Finance Corporation, Inc., a nonprofit corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, and its successors and assigns, all of its right, title, and interest in and to the following items:

(A) all of the equipment that is described in Exhibit "A" hereto; and

(B) all guaranties, warranties, and agreements given with respect to such equipment;

TO HAVE AND TO HOLD all of the same free and clear from any lien or encumbrance whatsoever, for the exclusive use and benefit of itself and its successors and assigns forever.

The conveyances accomplished in this Bill of Sale and Assignment are AS IS, WHERE IS, and without any representation or warranty of fitness, merchantability, or fitness for a particular purpose.

IN WITNESS WHEREOF, the undersigned have caused these presents to be executed and delivered on this 21 day of September 2007.

ASSIGNOR:

PEACHTREE CITY

By:______________________________

Harold K. Logsdon, Mayor

(SEAL)

Signed, sealed, and delivered in the presence of:

____

Witness

____

Witness

Attest:

____

Ann E. Tyler, Acting City Clerk

CITY OF PEACHTREE CITY
PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, INC.
LEASE/PURCHASE #6
RESCUE/PUMPER
SEPTEMBER 21, 2007

Description	VIN/Serial Number	Amount
2007 Spartan Rescue/Pumper	487AT2F907C057111	$ 392,608.99
		$ 392,608.99

ABSOLUTE ASSIGNMENT AGREEMENT

This **ABSOLUTE ASSIGNMENT AGREEMENT** (this "Assignment") is made as of September 21, 2007, by and between the Peachtree City Governmental Finance Corporation ("Lessor"), a Georgia nonprofit corporation whose mailing address is 151 Willowbend Road, Peachtree City, GA 30269, and All Points Public Funding, LLC. (the "Purchaser"), a New York corporation whose mailing address is 275 Broadhollow Road, Mellville, New York 11747.

WITNESSETH:

WHEREAS, Lessor has entered into that certain Master Equipment Lease-Purchase Agreement and State of Georgia Addendum (hereinafter referred to as the "Lease"), dated the date hereof, with Peachtree City ("Lessee"), pursuant to which Lessor has leased to Lessee certain equipment (the "Equipment") in consideration for the payment by Lessee of rental payments (the "Rental Payments") with respect to the Equipment; and

WHEREAS, Lessor is authorized pursuant to the provisions of Section 15 of the Lease to assign the Lease, including its right to receive the Rental Payments and other payments and amounts payable by Lessee thereunder, in whole or in part; and

WHEREAS, Lessor desires to sell, assign, and transfer to the Purchaser, and the Purchaser desires to purchase, all of Lessor's right, title, and interest in, to, and under the Lease (including the right to receive the Rental Payments) upon the terms and conditions stated below;

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. Assignment; Payment of Purchase Price. Lessor hereby sells, transfers, delivers, and assigns to the Purchaser and its successors and assigns, forever, all of Lessor's right, title, interest, estate, claims, and demands (but expressly excluding any obligations of Lessor) as lessor in, to, and under the Lease, including any and all extensions or renewals of the term thereof, together with the Exhibits and Schedules now or hereafter attached thereto and any amendments, supplements, agreements, documents, and other instruments relating thereto, including, without limitation, insurance policy binders and certificates and maintenance agreements, and all rights, powers, privileges, options, and other benefits of Lessor as lessor under the Lease, including (without limitation) the immediate and continuing right to receive and collect all Rental Payments, insurance proceeds, condemnation awards, and all other payments and amounts due thereunder (collectively the "Assigned Payments"), the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof, and the right to exercise all rights and remedies as are conferred on Lessor by the Lease. All of the foregoing rights, titles, interest, property, estate, claims, and demands are herein collectively referred to as the "Assigned Property." This Assignment is absolute and unconditional and is not intended to be merely the grant of a security interest to the Purchaser. This Assignment is made without recourse to Lessor except to the extent expressly provided herein.

Section 2. Security Interest. (a) In order to secure the payment and performance by Lessee of all of its obligations under the Lease, Lessor hereby grants to the Purchaser a first priority security interest in all right, title, and interest of Lessor in, to, and under the Equipment (as defined in the Lease) and the proceeds thereof. Lessor shall execute or file all financing statements, fixture filings, continuation statements, amendments thereto, and assignments thereof in the offices and jurisdictions wherever the Purchaser deems necessary to perfect such security interest, upon receipt of a request therefor from the Purchaser specifying the form and content of such financing statements, fixture filings, continuation statements, amendments thereto, and assignments thereof.

(b) Upon the occurrence of an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation under the Lease, the Purchaser may at its election have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Georgia with respect to the Equipment and the proceeds thereof, in addition to all of the rights of Lessor under the Lease.

Section 3. Power of Attorney. Lessor irrevocably constitutes and appoints the Purchaser and any present or future officer or agent of the Purchaser, or the successors or assigns of the Purchaser, as its lawful attorney with full power of substitution and resubstitution, and in the name of Lessor or otherwise, to exercise all rights and remedies as are conferred on Lessor by the Lease and to demand, receive, collect, and sue in any court for payments due under the Lease, or any part thereof, to withdraw or settle any claims, suits, or proceedings pertaining to or arising out of the Lease upon any terms, all without notice to or assent of Lessor, and, further, to take possession of and to endorse in the name of Lessor any instrument for the payment of money received on account of the payments due under the Lease. The foregoing appointment of the Purchaser as Lessor's attorney-in-fact is coupled with an interest, cannot be revoked by death, incompetence, bankruptcy, insolvency, reorganization, or otherwise and shall not terminate until all amounts payable under the Lease have been paid and satisfied in full.

Section 4. Authority for Payments. Lessor has authorized and directed Lessee, in writing, to pay directly to the Purchaser all payments due or to become due under the Lease from and after the date of this Assignment by forwarding such payments to the Purchaser's address shown at the beginning of this Assignment, a copy of which authorization and direction, the receipt of and agreement to which has been acknowledged by Lessee, is attached as Exhibit "A." In the event Lessor hereafter receives any such payment from Lessee, Lessor shall hold such payment in trust for the Purchaser and shall immediately deliver such payment to the Purchaser (endorsed, if necessary, by Lessor to facilitate the collection thereof).

Section 5. Further Assurances. Lessor from time to time, at the request of the Purchaser, shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer, and assurance, including financing statements under the Georgia Uniform Commercial Code, and do all such further acts and things as may be necessary or appropriate in the opinion of the Purchaser to give effect to the provisions hereof and to more perfectly confirm the rights, titles, and interests hereby sold, assigned, and transferred to the Purchaser.

Section 6. Notices. Any notice required or permitted to be given by Lessor or the Purchaser to the other shall be deemed to have been given upon the actual receipt thereof or on the third day after it is deposited in the United States mail, certified mail, return receipt requested, with proper postage prepaid, whichever is the earlier, and addressed to the party at such address as shown at the beginning of this Assignment or at such other address as one party shall hereafter furnish to the other in writing.

Section 7. Entirety; Amendments. This Assignment contains the entire agreement between Lessor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. No other agreements will be effective to change, modify, or terminate this Assignment in whole or in part unless such agreement is in writing and duly executed by Lessor and the Purchaser. No representations, inducements, promises, or agreements, oral or otherwise, that are not embodied herein (or in any other written instrument or document delivered pursuant hereto or in connection herewith) will be of any force or effect.

Section 8. Parties Bound. This Assignment shall be binding on Lessor and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

IN WITNESS WHEREOF, Lessor and the Purchaser have duly executed this Assignment by their duly authorized officers, as of the date first above written.

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

By: ______________________________
Harold K. Logsdon, President

(SEAL)

Attest:

____
Ann E. Tyler, Secretary

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

PURCHASER:

ALL POINTS PUBLIC FUNDING, LLC

By: ______________________________
Authorized Officer

NOTICE AND CONSENT TO ASSIGNMENT

DATE: September 21, 2007

TO: Peachtree City, Georgia

RE: Master Equipment Lease-Purchase Agreement, dated the date hereof, between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City, Georgia ("Lessee"), as supplemented by Lease Schedule 6, each dated the date hereof, between Lessor and Lessee (collectively the "Lease")

Please be advised that Lessor has, pursuant to the terms of an Absolute Assignment Agreement, dated the date hereof, between Lessor and All Points Public Funding, LLC (the "Purchaser"), assigned all its rights in and benefits of the above-referenced contract (the "Contract"), together with all amounts payable from and after the date hereof under or pursuant to the Contract and the right to exercise all rights and remedies as are conferred on Lessor by the Contract, to the Purchaser.

All payments due under the Contract should be made to the Purchaser at the following address:

All Points Public Funding, LLC
275 Broadhollow Road
Melville, New York 11747

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the Lease, and your agreement to make the payments specified in the Contracts to the Purchaser by executing the enclosed counterpart of this Notice and Consent to Assignment and returning it to us.

(SEAL)

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

Attest:

____
Ann E. Tyler, Secretary

By:_______________________________
Harold K. Logsdon, President

ACKNOWLEDGED AND ACCEPTED:

(SEAL)

Attest:

PEACHTREE CITY, GEORGIA

____
Ann E. Tyler, Acting City Clerk

By:_______________________________
Harold K. Logsdon, Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

FROM: City Manager

DATE: August 28, 2007

SUBJECT: CONSIDER APPOINTMENTS OF DEVELOPMENT AUTHORITY MEMBER
Consent Agenda, September 6, 2007

The Selection Committee, composed of Mayor Harold Logsdon, Council Member Steve Boone, Peachtree City Development Authority Chairman Steve Fraas, and myself, considered the applicant for the vacancy on the Development Authority.

It is the recommendation of the Committee that Gerald Herzog be appointed to a term from 9/7/2007 – 9/6/2011. We are not making any recommendations for alternate positions.

A copy of his application is attached for your review.

BJM:nv

Attachments

RECEIVED
AUG - 8 2007
PEACHTREE CITY
CITY HALL

DEVELOPMENT AUTHORITY
APPLICATION FOR APPOINTMENT

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

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

The Development Authority is comprised of seven members appointed to four-year terms. Meetings are held on the third Monday of each month at 11:00 a.m. Members are required to attend a minimum of eighty percent (80%) of all meetings. **Applicants are encouraged to attend as many Authority meetings as possible in an effort to become familiar with the responsibilities of the Authority.** The Authority is responsible for developing and promoting trade, commerce, industry and employment in Peachtree City.

Please take a few minutes to complete the form below and answer the questions on the reverse side of this form and return it with a resume, if available, to Nikki Vrana, Peachtree City Hall, 151 Willowbend Road, Peachtree City, GA 30269 by **5:00 p.m. on Friday, August 10, 2007.** The City will contact you within two weeks of the application closing date.

If you have any questions, please call 487-7657.

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

NAME Gerald W Herzog

ADDRESS 713 Bostonian Trace
Peachtree City, Ga 30269

TELEPHONE (Day Time) 404 386-6555

(Evening) 678 364-9790

(Fax #) 678 364-9327

(Email:) hopfth@yahoo.com

Signature: [signature] Date: 8/8/07

How long have you been a resident of Peachtree City?

3 yrs & 5 months

Why are you interested in serving on the Development Authority?

I want to serve Peachtree City.

What qualifications and experience do you possess that would benefit the Development Authority? Previous business owner, in business of building good relations. ~~in a~~

List major jobs you have held during your working career to include name of company and position. Johnson wholesale Floors

JTH Development

Victory Ford, Lincoln Mercury

Do you have any past experience relating to development? If so, describe.

Through my own business

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

None attended

Are you willing to take continuing education classes?

Yes

Would there be any possible conflict of interest between your employment and you serving on the Development Authority? None

Describe your current community involvement. Vice Chairman, Centennial neighborhood

GERALD (JAY) WILLIAM HERZOG, JR.
713 Bostonian Trace, Peachtree City, GA 30269
(678) 364-9790 (404) 386-6555
hopfth@yahoo.com

OBJECTIVE

Establish a career with a growing corporation that promotes my current talents to a level of great opportunities which will enhance my current skills and exceed company objectives.

WORK HISTORY

Johnson Wholesale Floors, Atlanta, GA, 3/05 – Present

- Territory Manager with top distributor
- Representing approximately 100 accounts, commercial and residential flooring
- Increased account base from 345k to 2.2 million in 22 months (excluding JJ Nelson)
- Increased JJ Nelson account from 2.5 million to 4.2 million in 18 months
- Maintain, coordinate, and organize customer relations
- Manufacturer relations with Armstrong, Tarkett, Azrock, Johnsonite, and Zickgraf
- Ranked in the top 5 with sales for entire company which encompasses 4 states

Castle Entries, Atlanta, GA, 1/04 – 3/05

- Account Executive
- Representing exclusive high end entry doors for the builder market
- Maintain, coordinate, and organize builder customer relations
- Control all billing and accounts receivable for accounts
- Consistently the top volume account executive for the company
- Averaging 60% of the total Atlanta sales
- Secured a top southeast volume builder; this builder was recently voted "National Builder of the Year".

JTH Development, Atlanta, GA 11/00 – 1/04

- Consultant, Developer
- Worked closely with developers, sellers, and local municipalities to help secure and develop 5 multifamily projects in South Carolina and Alabama total.
- Other consulting dealt with automotive dealers due to my 20 years expertise in the industry, primarily in Georgia and Florida. Worked with the following manufacturers: General Motors, Chrysler, Porsche, and BMW.
- Key task was to train and implement new management systems for increased profitability

Victory Ford Lincoln Mercury, LaGrange, GA, 9/97 - 11/00

- General Manager
- Ford and Lincoln Mercury dealership
- Managed operations of new car, used car, service department, parts department, and office that totaled 45 employees
- Controlled marketing and advertising for dealership
- On target to meet Ford planning volume of 630 new vehicles
- Maintained excellent working relationships with Ford Factory Sales and Service Representatives. Maintained excellent relationship with our primary lender, Ford Credit.

Kelly Ford, Melbourne, FL, 3/95 - 9/97
- Sales Manager overseeing 20 sales people
- Supervised sales of 125 new and 100 used on average per month
- Managed $6 million new inventory
- Responded to all customer closings
- Reviewed and implemented standards for high CSI ratings
- Contributed to sales training and sales staff meetings
- Increased sales 21% overall

Beaudry Ford, Atlanta, GA, 11/91 - 3/95
- Sales Manager overseeing 20 sales people
- Supervised sales of 80 new and 100 used on average per month
- Managed $5.5 million new inventory
- Supervised finance and insurance department
- Contributed and developed advertising campaigns
- Responded to all customer closings
- Reviewed and implemented standards for high CSI ratings
- Contributed to sales training and sales staff meetings
- Started and managed in-house finance program, approximately 30 units per month
- Increased sales 30% overall

Banner Ford, Atlanta, GA, 1/91 - 11/91
- Sales Manager
- Finance and Insurance Manager

Duval Ford, Jacksonville, FL 1988-1991
- Sales Manager
- Used cars and Buy Here- Pay Here Manager

Pat Ryan Insurance Company, Chicago, IL, 1986-1988
- Finance and Insurance Trainer

ACCOMPLISHMENTS

Vice Chairman Advisory Council – Centennial Neighborhood - 2007
GA State Historic Tax Credit Continuing Education Course – 2004
R&P Builders Multifamily Development & Engineering Education - 2004
Chrysler Dodge Jeep Dealer Approved – 2003
Reynolds & Reynolds Internet College Grad- 2001
Salvation Army Board Chairman - 1999
Ford New Dealer School - 1998
Ford Financial Statement Schl - 1998
Rotary Club Member - 1998
Suzuki Dealer Approved – 2003
NADA Dealer Graduate - 1999
Ford Used Car Mngmt Schl - 1997
Half-a-Car Graduate - 1996
Pat Ryan Finance Graduate - 1988

EDUCATION

Bachelor of Science, University of Georgia, 1986 Major: Economics

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Councilmembers**

VIA: **City Manager** Bernard M. McMullen
Finance Director P.S.
Asst. Finance Director

FROM: **Director of Leisure Services**

DATE: **Aug. 29, 2007**

SUBJECT: **Surplus Equipment – Kedron Bubble Revolving Door**
For Council Consent Agenda on Sept. 6, 2007

Recommendation: Staff recommends that Council declare the existing revolving door of the air supported structure (bubble) at the Kedron pools surplus property and authorize the City to sell it for $1,500 to the City of Tupelo, MS.

Discussion: The current bubble revolving door is original equipment dating back to 1994/95 when the Kedron pools were constructed. The door has been partially rebuilt once during that time but has now reached a point that re-building it is not considered cost efficient. It does not hold value to us either whole or as scrap once it is replaced. The city of Tupelo, MS, has expressed an interest in buying it at a fair value of $1,500. Staff has confirmed through the air structure contractor we use that Tupelo can use the door for their purpose in its current condition, will pay $1,500 and will issue a waiver of liability to Peachtree City for the door.

Budget Impact: The city will obtain $1,500 in unexpected revenue.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: City Manager

FROM: City Planner/ Zoning Administrator David

DATE: August 30, 2007

SUBJECT: **Request by Columbia Properties to rezone a 21.2-acre portion of the Stephens tract from GI General Industrial to GC General Commercial for a retail and commercial development**
September 6, 2007 City Council agenda

Recommendation:

Staff recommends that the proposed rezoning be approved subject to the six (6) conditions identified in our August 8, 2007 Position Paper (Attachment "A"), and that the city's zoning ordinance be amended to add Section 1006C, Property rezoned to GC and adding Section 1006C.1 Stephens tract commercial (Attachment "B").

Discussion:

At the August 16, 2007 City Council meeting, Columbia Properties presented a proposal to rezone a 21.12-acre portion of the overall Stephens tract on SR 74 South from GI General Industrial to GC General Commercial to accommodate a retail and commercial development. The subject property is located across from the existing Wilshire Pavilion retail development, which is also zoned GC General Commercial.

As identified in our August 8, 2007 Position Paper, Staff supports the rezoning as proposed subject to several conditions. The Planning Commission also voted unanimously to recommend that the proposed rezoning be approved.

Following a lengthy discussion at the previous Council meeting, there was a difference of opinion between the developer and the Wilshire Estates Homeowner's Association (HOA) as to what uses may or may not be appropriate within the proposed development. Staff was directed to work with both groups to try and resolve these differences and then revise the ordinance accordingly.

Staff met with representatives from Columbia Properties and the HOA this past Tuesday (August 28) to try and understand and address their issues and concerns. Following a productive meeting, a compromise was reached and both groups now appear to be comfortable with the uses as proposed in the revised ordinance.

Budget impact:

There are no budget impacts associated with this request.

Attachments

Ordinance Number ______ (GC)

AN ORDINANCE TO AMEND THE PEACHTREE CITY ZONING ORDINANCE TO REZONE A 21.12-ACRE PORTION OF THE STEPHENS TRACT ON SR 74 SOUTH FOR RETAIL AND COMMERCIAL USE, AND FOR OTHER PURPOSES

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 a 21.12-acre parcel on SR 74 South be rezoned from its current designation of GI General Industrial to GC General Commercial by adding Section 1006C Property rezoned to GC and adding Section 1006C.1 as follows:

(Section 1006C.1) *Stephens tract commercial.*

(a) The property described below shall be rezoned from its present classification of GI General Industrial to GC General Commercial, subject to the conditions set forth herein. In the event of a conflict between the provisions of this ordinance and the regulations of the GC Zoning District, the most restrictive regulation shall apply. Said property is more particularly described as follows:

All that tract or parcel of land lying and being in Land Lots 29 and 30 in City of Peachtree, Fayette County, being more particularly described as follows:

To find the **TRUE POINT OF BEGINNING**, commence at a point at the intersection of the on the southerly right of way of State Route No. 74 (100' R/W varies) and the northerly right of way of Rockaway Road (R/W varies); Thence run along Rockaway Road South 01 degrees 15 minutes 08 seconds West a distance of 68.91 feet to a point; Thence continue along said right of way South 35 degrees 51 minutes 08 seconds West a distance of 841.25 feet to a 1" pipe found, the **TRUE POINT OF BEGINNING**; Thence run along said right of way along an arc of a curve to the left with a distance of 49.04 feet to a point (said arc being subtended by a chord South 36 degrees 14 minutes 30 seconds West a distance of 49.04 feet); Thence leaving said right of way and run South 85 degrees 30 minutes 07 seconds West a distance of 720.20 feet to a point; Thence run North 04 degrees 29 minutes 53 seconds West a distance of 285.72 feet to a point; Thence run South 85 degrees 30 minutes 07 seconds West a distance of 798.29 feet to a point; Thence run North 00 degrees 36 minutes 14 seconds East a distance of 385.52 feet to a ½" rebar found on the southerly State Route No. 74 (R/W varies); Thence run along said right of way North 76 degrees 32 minutes 17 seconds East a distance of 271.39 feet to a point; Thence continue along said right of way along an arc of a curve to the right with a distance if 361.69 feet to a point (said arc being subtended by a chord North 80 degrees 32 minutes 40 seconds East a distance of 361.34 feet); Thence continue along said right of way North 85 degrees 21 minutes 28 seconds East a distance of 951.45 feet to a 5/8" rebar found; Thence leave said right of way and run South 00 degrees 36 minutes 28 seconds West a distance of 711.27 feet to a 1" pipe found, the **POINT OF BEGINNING**.

Said Tract contains 21.120 acres more or less.

(b) The above-described tract is illustrated in the Boundary and Topography Survey prepared by W.D. Gray and Associates, Inc. (last revised December 8, 2006), a copy of which is attached hereto as Exhibit "A" and incorporated herein by express reference.

(1006C.1.1) *Permitted uses.*

(a) Retail business involving the sale of merchandise on the premises, provided no single tenant, owner, occupant, or business occupies more than 10,000 square feet.

(b) Business involving the rendering of a personal service on the premises.

(c) Office for governmental, business, professional or general purposes.

(d) No more than one freestanding restaurant with a drive-thru window for pick-up of food or drink orders; provided that this restriction shall not prohibit a freestanding restaurant from maintaining designated parking areas for patrons to pick up food orders to go or preclude individual tenants from maintaining drive-thru windows for pick-up of food or drink orders. In addition to one freestanding restaurant as described herein, this restriction shall not preclude a freestanding coffee shop with a drive-thru window from being located within the overall development. As used herein, the term "coffee shop" shall mean a small restaurant in which coffee and light snacks and other drinks are served.

(e) No more than one business whose primary business is the sale of alcohol; provided that this restriction shall not prohibit individual restaurants from selling beer, wine, distilled spirits or other beverages. Such business whose primary business is the sale of alcohol shall not be located within a freestanding building or tenant space exceeding 3,000 SF in gross floor area.

(f) Automobile parts sales; provided that the repair of vehicles on the premises of any business by the property owner, the tenant or customers shall be prohibited.

(g) Indoor commercial recreation facility.

(h) Publicly owned building, facility or land.

(i) Building, facility or land for a non-commercial park, recreation, thoroughfare or open space purposes.

(j) Accessory use, in accordance with Section 908.

(1006C.1.2) *Uses not permitted.*

(a) Hotel or motel.

(b) Cocktail lounge, disco or dance hall.

(c) Automobile repair facilities, including oil change facilities and emissions testing centers.

(d) Automobile washing facilities.

(e) Automobile sales and leasing (new and used vehicles).

(f) Boat sales and leasing (new and used).

(g) Establishments whose primary business is the sale of gasoline or diesel.

(h) Animal hospitals or veterinary clinics with outdoor kennel facilities.

(i) Adult novelty stores, book stores, entertainment centers, theatres, and amusement facilities, peep shows and massage parlors, provided that this restriction shall not prohibit a day spa from locating within the development.

(j) Bingo parlor, bowling alley, pool hall, billiards parlor, skating rink and roller rink.

(k) Electronic gaming centers where the primary business is from game playing.

(l) Pawn shops, second hand stores, closeout or liquidation stores, flea markets, bankruptcy or fire sales, provided that this restriction shall not prohibit a consignment store from selling new and/ or unused merchandise.

(m) Blood bank and plasma centers.

(n) Tattoo parlors.

(o) Check-cashing facilities.

(p) Facilities for dumping, disposal, incineration or reduction of garbage or refuse.

(q) A site for day laborers to congregate or to solicit work.

(r) Transportation facility or terminal.

(s) Self-service storage facilities, i.e., mini-warehouses.

(t) Off-street auto parking facility.

(u) Open yard for the sale, rental, and/ or storage of materials or equipment, including junk or salvage materials.

(1006C.1.3) *Conditional uses.*

The following uses shall be permitted on a conditional basis:

(a) Retail business involving the sale of merchandise on an individual zoning lot where an individual tenant, owner, occupant, or business occupies more than 10,000 square feet subject to the following conditions:

(1) In addition to the conditions set forth in this subsection, the maximum aggregate size of any commercial development shall be 150,000 square feet of floor area.

(2) No single commercial tenant, owner, occupant, or business shall occupy more than 32,000 square feet of floor area.

(3) No three commercial tenants, owners, occupants, or businesses shall occupy a combined floor area of more than 80,000 square feet.

(4) No more than six commercial tenants, owners, occupants, or businesses shall occupy more than 10,000 square feet of floor area each.

(5) All exterior building elevations that face public streets and/ or customer parking areas shall be designed so that there are no large expanses of blank walls. This requirement can be met by employing the use of architectural features including but not limited to the following: doors, windows, pilasters, columns, horizontal and vertical offsets, material and color variations, decorative cornices, awnings, canopies, murals, and graphics. In order to assure conformance with this requirement, exterior building elevations must be reviewed and approved as a part of the overall final site plan review process.

(6) Any tenant, occupant, or business that occupies more than 10,000 square feet shall provide the city attorney with a copy of the rental agreement between such tenant, owner, occupant, or business and its landlord which contains a contract provision prohibiting such person or entity from voluntarily vacating such premises or otherwise ceasing to conduct its retail business on such premises while simultaneously preventing the landlord, by continuing to pay rent or otherwise, from leasing the premises to another person or company who will operate a permitted business on the premises. If such a tenant, occupant or business voluntarily vacates such premises or otherwise ceases to conduct its retail business on the premises, the landlord shall be free to market and lease such premises to another person or company.

(7) The owner of the zoning lot shall prepare a traffic management plan which identifies the traffic problems that will be generated by development on the premises and which presents reasonable solutions to those problems. The plan must be prepared by a qualified professional traffic planner at no cost to the city, and it must be approved by the city engineer prior to the approval of the preliminary site plan or the issuance of a land disturbance permit or building permit, which ever occurs first.

(8) The owner of the zoning lot shall prepare a water management plan which identifies the water management problems that will be generated by development on the premises and which presents reasonable solutions to those problems. The plan must be prepared by a qualified professional engineer at no cost to the city, and it must be approved by the city engineer prior to the approval of the preliminary site plan or the issuance of a land disturbance permit or building permit, which ever occurs first.

(b) Private school, nursery or day care facility on the following conditions:

(1) The zoning lot is not less than 40,000 square feet in area.

(2) Plans for the facilities must receive the written approval of the state regulatory agencies and the fire department prior to any construction or occupancy.

(c) Church or other legitimate place of worship, including a one-family dwelling for a minister, on the following conditions:

(1) Notwithstanding any other requirements in this section, the following conditions shall apply to all churches regardless of zoning district:

(2) Minimum zoning lot area is three acres.

(3) Minimum lot width is 100 feet.

(4) Minimum setback area, front:

Building 40 feet

Parking 20 feet

(5) Minimum setback area, side: 15 feet. If adjoining a residential lot, the building setback shall be 75 feet.

(6) Minimum setback area, rear: 30 feet. If adjoining a residential zoning lot, the building setback shall be 75 feet.

(7) Maximum building height: As approved by the fire department.

(8) All zoning lots shall have direct access onto an arterial, major collector road or have access to an arterial, major collector or industrial/commercial road via a minor collector.

(9) No parking shall be permitted within 20 feet of the property line of any adjoining residential zoning lot.

(10) Parking and/or service areas shall be separated from adjoining residential lots by a suitable fence or wall six feet in height or a suitable planting screen six feet in height at time of planting. The required fence, wall, or screen must provide for a reasonable visual separation between properties. No fence or wall in excess of four feet may be placed in a setback area adjoining a public street.

(11) Parking: See section 909.

(12) Any existing church in any zoning district may comply with either the requirement existing prior to enactment of this ordinance or they may comply with the conditions of this section. They shall not be permitted to comply with various sections of both requirements.

(1006C.1.4) *Other requirements.*

(a) Landscape requirements.

Landscaped buffers shall be provided between the development on this site and SR 74/ Rockaway Road, and between the development on this site and the adjoining Stephens tract. Within these buffers, a combination of berms and landscaping shall be installed to provide a permanent vegetative buffer. The berms must be a minimum of four (4) feet in height with 4:1 slopes. All landscaped areas shall include an underground irrigation system with a programmable timer.

The landscape buffer adjacent to SR 74 shall be no less than forty (40) feet in width, as measured from the right-of-way.

The landscape buffer adjacent to Rockaway Road shall be no less than thirty (30) feet in width, as measured from the right-of-way.

The landscape buffer adjacent to the Stephens tract shall be no less than twenty-five (25) feet in width, as measured from the property line.

(d) Curb cuts.

Pursuant to GDOT review and approval, the overall development shall be limited to no more than three curb cuts from SR 74. If Rockaway Road is not realigned so that it borders or bisects the property, the three curb cuts shall be located along SR 74 subject to GDOT review and approval. If Rockaway Road is realigned so that it borders or bisects the property, no more than two (2) additional curb cuts shall be located along SR 74 subject to GDOT review and approval.

No more than one full-turning curb cut shall be located on Rockaway Road subject to the requirements of City ordinances and subject to GDOT review and approval if required.

(e) Interparcel access.

Interparcel access shall be provided between each parcel and to the remainder of the Stephens tract.

(f) Architectural concept.

In addition to compliance with the city's Design Guidelines ordinance, the architectural design, color selection and exterior materials for all buildings shall comply with the Architectural Guidelines established for the Wilshire Pavilion development. All sides of each building must include architectural detailing and similar building materials.

(h) Signage program.

Signage shall be provided as set forth within the City's Sign Ordinance and in accordance with the approved Signage Program established for Wilshire Pavilion.

All Ordinances or parts of Ordinances in conflict with this Ordinance are hereby repealed in their entirety.

Done, Ratified, and Passed this ______ day of __________ 2007.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ______________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**

FROM: **City Planner/ Zoning Administrator** David

DATE: **August 30, 2007**

SUBJECT: **Request by Dominion Partners, LLC to rezone a 25.4-acre portion of the Stephens tract from GI General Industrial to LUC Limited Use Commercial for a 367-unit campus-style continued care facility**
September 6, 2007 City Council agenda - Request to continue Public hearing

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Recommendation:

At the request of the Applicant, City Staff recommends that the Public Hearing to consider the rezoning application submitted by Dominion Partners to rezone a portion of the Stephens tract for a campus-style continued care facility be continued to the October 4 City Council meeting.

Attachments

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager

FROM: Financial Services Director

DATE: August 30, 2007

SUBJECT: Public Hearing – FY 2007 Bricks & Mortar Loan

September 6, 2007 City Council Meeting

Recommendation:
Conduct a public hearing to gain input regarding the FY 2007 Bricks & Mortar Loan, and using Neely Fire Station as the property that will secure the 15-year lease-purchase loan.

Discussion:
State law requires that a public hearing be held prior to approving a transaction of this nature. Legally, the City will be selling Neely Fire Station to the Peachtree City Governmental Finance Corporation (a legal entity created by the City) and leasing it back over a 15-year period. In turn, the corporation will assign the rights to all the lease payments over to the bank (BB & T) that makes the loan. A copy of the public hearing notice is attached for your reference. Council will be asked to take action to approve the transaction in the agenda item following the public hearing.

Budgetary Impact:
N/A

NOTICE OF PUBLIC HEARING ON PROPOSED ACQUISITION BY PEACHTREE CITY OF REAL PROPERTY PURSUANT TO A MULTIYEAR LEASE PURCHASE CONTRACT

TO WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED that on the 6th day of September 2007, at 7:00 p.m., in the Council Chambers at City Hall at 151 Willowbend Road in Peachtree City, Georgia, the Council of Peachtree City will conduct a public hearing on the proposed acquisition by Peachtree City (the "City") of real property pursuant to a multiyear lease purchase contract developed and executed pursuant to Section 36-60-13 of the Official Code of Georgia Annotated. The real property to be acquired by the City will be located at 105 Peachtree Parkway North in Peachtree City, Georgia and will be used for a fire station. The Public Hearing is being held for the purpose of providing a reasonable opportunity for interested individuals to express their views, both orally and in writing, on the proposed acquisition by the City of the real property described above pursuant to a multiyear lease purchase contract developed and executed pursuant to Section 36-60-13 of the Official Code of Georgia Annotated, in a sale and lease-back transaction.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Board of Directors**
Peachtree City Governmental Finance Corporation

VIA: **City Manager**

FROM: **Financial Services Director** PS.

DATE: **August 30, 2007**

SUBJECT: **FY 2007 Bricks & Mortar Loan**

September 6, 2007 Board of Directors Meeting

Recommendation:
Adopt a resolution authorizing the Peachtree City Governmental Finance Corporation, as lessor, to enter into a multi-year lease-purchase contract with Peachtree City, as lessee.

Discussion:
This pertains to the $2,350,000 Bricks and Mortar loan approved by Peachtree City Council during FY 2007 fiscal year. A list of the City projects being financed by the loan is attached for your reference. The corporation will serve as a third-party legal entity that will buy, and hold title to, the Neely Fire Station property during the term of a 15-year lease-purchase arrangement with the City. During the term of the lease, the corporation will assign all lease payments from the City over to the bank that will be financing this transaction (BB & T). The bank was selected through a competitive bid process supervised by the City's financial advisor Todd Barnes of A.G. Edwards. A copy of BB & T's proposal and amortization schedule, as well as a tabulation of all bids received, is attached.

By adopting the resolution the appropriate Board members will be authorized to sign all documents pertaining to this transaction. All documents referenced in this resolution are attached for your review. The closing date for this transaction is currently set for Tuesday September 25, 2007.

Budgetary Impact:
The City has budgeted for this loan in FY 2007 and future years. The amount budgeted for this loan in FY 2008 is short by $3,935 due to the increased cost for the Police Station improvements. Staff anticipates that this amount can be absorbed into the FY 2008 budget from other debt service savings. The first loan payment will not be due until December 2007 (FY08).

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

A Special Meeting of the Board of Directors of Peachtree City Governmental Finance Corporation (the "Corporation") was held at the offices of the Corporation, 151 Willowbend Road, Peachtree City, Georgia, on September 6, 2007, which meeting was duly called and held. A quorum of directors were present in person.

Upon motion duly made and seconded, it was

DECLARED: That the Board of Directors of the Corporation or its representatives have received and reviewed substantially final forms of the contracts, documents, and instruments described below.

VOTED: That the Corporation is authorized to perform any and all obligations of the Corporation in connection with acquiring certain facilities for lease to Peachtree City (the "Lessee") and selling and assigning certain rights under such lease to Branch Banking and Trust Company (the "Purchaser"), and is authorized to execute, deliver, accept, and perform its obligations under the Master Lease and Option Agreement with the Lessee, the Escrow Agreement with the Lessee and Branch Banking and Trust Company, as escrow agent, the Absolute Assignment Agreement with the Purchaser, the Deed to Secure Debt with the Purchaser, and the Assignment of Contract Documents with the Purchaser, in substantially the forms presented to this meeting.

VOTED: That the President of the Corporation, including without limitation Harold K. Logsdon, be and hereby is authorized and empowered to exercise all powers and authority on behalf of the Corporation, either acting alone or with the Secretary of the Corporation, including without limitation Jane S. Miller, in order to perform all of the obligations and liabilities of the Corporation incurred in connection with the transactions contemplated by the documents hereinbefore authorized. Such officer is hereby authorized to make, execute, and deliver for and on behalf of the Corporation such contracts, options, loan applications, loan commitments, loan agreements, development agreements, leases, deeds, notes, assignments, mortgages, security deeds, security agreements, obligations, guarantees, bonds, partnership agreements, certificates, affidavits, and all other documents and such amendments thereto as such officer in his sole discretion may deem appropriate or advisable for the Corporation.

VOTED: That the execution and delivery of any document, writing, agreement, or other instrument or the taking of any other action in connection with any of the foregoing by the President of the Corporation, either acting alone or with the Secretary of the Corporation, be and the same is hereby ratified as the act and deed of the Corporation. The President of the Corporation is authorized to execute any and all of the foregoing documents without the joinder of or the attestation of the Secretary of the Corporation, and the seal of the Corporation need not be affixed to any such documents.

VOTED: That in the absence of the President of the Corporation the Vice President of the Corporation may perform any act the President is authorized to perform by this Resolution. In the absence of the Secretary of the Corporation any Assistant Secretary of the Corporation, including without limitation Betsy Tyler, may perform any act the Secretary is authorized to perform by this Resolution.

There being no further business to come before the meeting, it was

VOTED: To adjourn.

____
Assistant Secretary

Capital Improvement Loan
FY 2007

	Cost	D/S - 15 yrs @ 5% per annum Annual Princ & Int (4 pmts.)
Satellite Auto Shop Building	$544,032	$51,770
Satellite Auto Shop Equipment	$69,485	$6,612
Flat Creek Bridge - Phase II	$517,000	$49,198
Riley Field Parking Improvements	$75,000	$7,137
Battery Way Boat Dock Replacement	$150,000	$14,274
Station 83 Living Quarters	$127,000	$12,085
PD Station Repairs (Moisture, Etc.)	$800,000	$57,096
Estimated Closing Costs	$67,483	$6,422
Totals:	$2,350,000	$204,594

Lease Bids received for the Peachtree City Governmental Finance Corporation, GA
August 22, 2007 @ 2PM

	Branch Banking & Trust Co.	RBC Centura Bank	Bank of America	All Points Public Funding LLC	Wachovia	SunTrust Leasing Corporation
Current Rate:	**3.96%**	**4.06%**	**4.22%**	**4.32%**	**4.32%**	**4.37%**
Contact:	Bobby Blakely, Jr. Regional President, S. Atlanta Region 770-631-5354 770-632-0117 FAX bblakley@BBandT.com Veverly Hicks Vhicks@bbandt.com	Rick Cornejo Senior Accounts Manager 404-495-6008 404-495-6099 FAX rick.cornejo@rbc.com	Dan Lally Senior Vice President 770-717-6423 daniel.w.lally@bankofamerica.com	Kevin King Director of Business Development 866-617-2337 866-617-2330 FAX kking@allpointscapital.com	Sallie Kerr Senior Vice President 678-589-4304 sallie.kerr@wachovia.com Christa Holland Christa.holland@wachovia.com	Dennis McDermott Vice President 404-658-4751 404-827-6695 FAX dennis.mcdermott@suntrust.com Robert Rynarzewski robert.rynarzewski@suntrust.com

BB&T

BB&T Governmental Finance

PO Box 31273
Charlotte, N.C. 28231
(704) 954-1700
Fax (704) 954-1799

August 20, 2007

Todd L. Barnes
Managing Director
Investment Banking
AG Edwards & Sons, Inc.
3399 Peachtree Road, NE, Suite 1100
Atlanta, GA 30326-1150

RE: CITY OF PEACHTREE CITY FIRE STATION PROJECT

Dear Mr. Barnes:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of Peachtree City ("City").

(1) Project: *Fire Station Project*

(2) Amount To Be Financed: $2,350,000

(3) Interest Rates, Financing Terms and Corresponding Payments:

Term	Rate
15 years	3.96%

Payments shall be principal and interest paid quarterly in arrears, as requested by the City. See the attached amortization schedule for information on payments.

The interest rate stated above is valid for a closing not later than September 25, 2007. Closing of the financing is contingent upon completing documentation acceptable to BB&T and upon the condition of the property acceptable to BB&T. We shall review your most recent financial statements before funding this transaction.

All applicable costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City. The financing documents shall allow prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.

The stated interest rate assumes that the City expects to borrow less than $10,000,000 in calendar year 2007 and that the City shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3) that pertain to the Revenue Bonds according to Georgia State statutes. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Security:

This financing shall be secured by a first lien security interest on (a) all personal property acquired with financing proceeds, (b) all improvements to real estate that are constructed or improved with financing proceeds, and all associated real estate, and (c) all real estate acquired with financing proceeds.

(5) Financing Documents:

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the documents according to Georgia State statutes. BB&T shall also require the City's Bond Counsel to provide an unqualified legal opinion. BB&T reserves the right to review the documents and they must be mutually accepted by BB&T and the City.

* * * * * *

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (704) 954-1710 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

Veverly Hicks

Veverly C. Hicks
Vice President

Enclosure

BB&T Governmental Finance
Amortization Schedule

City of Peachtree City

Compound Period .... : Quarterly

Nominal Annual Rate .... : 3.960 %

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 09/25/2007				2,350,000.00
2007 Totals	0.00	0.00	0.00	
1 12/25/2007	52,132.06	23,265.00	28,867.06	2,321,132.94
2 03/25/2008	52,132.06	22,979.22	29,152.84	2,291,980.10
3 06/25/2008	52,132.06	22,690.60	29,441.46	2,262,538.64
4 09/25/2008	52,132.06	22,399.13	29,732.93	2,232,805.71
2008 Totals	208,528.24	91,333.95	117,194.29	
5 12/25/2008	52,132.06	22,104.78	30,027.28	2,202,778.43
6 03/25/2009	52,132.06	21,807.51	30,324.55	2,172,453.88
7 06/25/2009	52,132.06	21,507.29	30,624.77	2,141,829.11
8 09/25/2009	52,132.06	21,204.11	30,927.95	2,110,901.16
2009 Totals	208,528.24	86,623.69	121,904.55	
9 12/25/2009	52,132.06	20,897.92	31,234.14	2,079,667.02
10 03/25/2010	52,132.06	20,588.70	31,543.36	2,048,123.66
11 06/25/2010	52,132.06	20,276.42	31,855.64	2,016,268.02
12 09/25/2010	52,132.06	19,961.05	32,171.01	1,984,097.01
2010 Totals	208,528.24	81,724.09	126,804.15	
13 12/25/2010	52,132.06	19,642.56	32,489.50	1,951,607.51
14 03/25/2011	52,132.06	19,320.91	32,811.15	1,918,796.36
15 06/25/2011	52,132.06	18,996.08	33,135.98	1,885,660.38
16 09/25/2011	52,132.06	18,668.04	33,464.02	1,852,196.36
2011 Totals	208,528.24	76,627.59	131,900.65	
17 12/25/2011	52,132.06	18,336.74	33,795.32	1,818,401.04
18 03/25/2012	52,132.06	18,002.17	34,129.89	1,784,271.15
19 06/25/2012	52,132.06	17,664.28	34,467.78	1,749,803.37
20 09/25/2012	52,132.06	17,323.05	34,809.01	1,714,994.36
2012 Totals	208,528.24	71,326.24	137,202.00	
21 12/25/2012	52,132.06	16,978.44	35,153.62	1,679,840.74
22 03/25/2013	52,132.06	16,630.42	35,501.64	1,644,339.10
23 06/25/2013	52,132.06	16,278.96	35,853.10	1,608,486.00
24 09/25/2013	52,132.06	15,924.01	36,208.05	1,572,277.95
2013 Totals	208,528.24	65,811.83	142,716.41	

City of Peachtree City

Date		Payment	Interest	Principal	Balance
25	12/25/2013	52,132.06	15,565.55	36,566.51	1,535,711.44
26	03/25/2014	52,132.06	15,203.54	36,928.52	1,498,782.92
27	06/25/2014	52,132.06	14,837.95	37,294.11	1,461,488.81
28	09/25/2014	52,132.06	14,468.74	37,663.32	1,423,825.49
2014 Totals		208,528.24	60,075.78	148,452.46	
29	12/25/2014	52,132.06	14,095.87	38,036.19	1,385,789.30
30	03/25/2015	52,132.06	13,719.31	38,412.75	1,347,376.55
31	06/25/2015	52,132.06	13,339.03	38,793.03	1,308,583.52
32	09/25/2015	52,132.06	12,954.98	39,177.08	1,269,406.44
2015 Totals		208,528.24	54,109.19	154,419.05	
33	12/25/2015	52,132.06	12,567.12	39,564.94	1,229,841.50
34	03/25/2016	52,132.06	12,175.43	39,956.63	1,189,884.87
35	06/25/2016	52,132.06	11,779.86	40,352.20	1,149,532.67
36	09/25/2016	52,132.06	11,380.37	40,751.69	1,108,780.98
2016 Totals		208,528.24	47,902.78	160,625.46	
37	12/25/2016	52,132.06	10,976.93	41,155.13	1,067,625.85
38	03/25/2017	52,132.06	10,569.50	41,562.56	1,026,063.29
39	06/25/2017	52,132.06	10,158.03	41,974.03	984,089.26
40	09/25/2017	52,132.06	9,742.48	42,389.58	941,699.68
2017 Totals		208,528.24	41,446.94	167,081.30	
41	12/25/2017	52,132.06	9,322.83	42,809.23	898,890.45
42	03/25/2018	52,132.06	8,899.02	43,233.04	855,657.41
43	06/25/2018	52,132.06	8,471.01	43,661.05	811,996.36
44	09/25/2018	52,132.06	8,038.76	44,093.30	767,903.06
2018 Totals		208,528.24	34,731.62	173,796.62	
45	12/25/2018	52,132.06	7,602.24	44,529.82	723,373.24
46	03/25/2019	52,132.06	7,161.40	44,970.66	678,402.58
47	06/25/2019	52,132.06	6,716.19	45,415.87	632,986.71
48	09/25/2019	52,132.06	6,266.57	45,865.49	587,121.22
2019 Totals		208,528.24	27,746.40	180,781.84	
49	12/25/2019	52,132.06	5,812.50	46,319.56	540,801.66
50	03/25/2020	52,132.06	5,353.94	46,778.12	494,023.54
51	06/25/2020	52,132.06	4,890.83	47,241.23	446,782.31
52	09/25/2020	52,132.06	4,423.14	47,708.92	399,073.39
2020 Totals		208,528.24	20,480.41	188,047.83	
53	12/25/2020	52,132.06	3,950.83	48,181.23	350,892.16
54	03/25/2021	52,132.06	3,473.83	48,658.23	302,233.93
55	06/25/2021	52,132.06	2,992.12	49,139.94	253,093.99
56	09/25/2021	52,132.06	2,505.63	49,626.43	203,467.56
2021 Totals		208,528.24	12,922.41	195,605.83	
57	12/25/2021	52,132.06	2,014.33	50,117.73	153,349.83

City of Peachtree City

	Date	Payment	Interest	Principal	Balance
58	03/25/2022	52,132.06	1,518.16	50,613.90	102,735.93
59	06/25/2022	52,132.06	1,017.09	51,114.97	51,620.96
60	09/25/2022	52,132.06	511.10	51,620.96	0.00
2022 Totals		208,528.24	5,060.68	203,467.56	
Grand Totals		3,127,923.60	777,923.60	2,350,000.00	

Lease Bids received for the Peachtree City Governmental Finance Corporation, GA
August 22, 2007 @ 2PM

	Branch Banking & Trust Co.	RBC Centura Bank	Bank of America	All Points Public Funding LLC	Wachovia	SunTrust Leasing Corporation
Current Rate:	3.96%	4.06%	4.22%	4.32%	4.32%	4.37%
Contact:	Bobby Blakely, Jr. Regional President, S. Atlanta Region 770-631-5354 770-632-0117 FAX bblakley@BBandT.com Veverly Hicks Vhicks@bbandt.com	Rick Cornejo Senior Accounts Manager 404-495-6008 404-495-6099 FAX rick.cornejo@rbc.com	Dan Lally Senior Vice President 770-717-6423 daniel.w.lally@bankofamerica.com	Kevin King Director of Business Development 866-617-2337 866-617-2330 FAX kking@allpointscapital.com	Sallie Kerr Senior Vice President 678-589-4304 sallie.kerr@wachovia.com Christa Holland Christa.holland@wachovia.com	Dennis McDermott Vice President 404-658-4751 404-827-6695 FAX dennis.mcdermott@suntrust.com Robert Rynarzewski robert.rynarzewski@suntrust.com

AUTHORIZING RESOLUTION

WHEREAS, the Council of Peachtree City has determined that a true and very real need exists for the acquisition of the Facilities described in the Master Lease and Option Agreement, as supplemented by Lease Schedule 1 (collectively the "Lease"), to be entered into between Peachtree City, as lessee ("Lessee"), and Peachtree City Governmental Finance Corporation, as lessor ("Lessor"), the form of which has been presented to this meeting; and

WHEREAS, pursuant to the terms of an Escrow Agreement (the "Escrow Agreement"), to be entered into among Lessor, Lessee, and Branch Banking and Trust Company, as escrow agent (the "Escrow Agent"), the form of which has been presented to this meeting, (1) Lessor will deposit into the Project Fund held under the Escrow Agreement moneys to pay the costs of acquiring the Facilities to be leased under the Lease, (2) Lessor will deposit into the Capitalized Interest Fund held under the Escrow Agreement moneys to pay the interest components of Rental Payments under the Lease, and (3) Lessor will deposit into the Delivery Costs Fund held under the Escrow Agreement moneys to pay the costs of executing and delivering the Lease and related documents; and

WHEREAS, in order to raise moneys to fund the deposits with the Escrow Agent described above, Lessor will sell and assign to Branch Banking and Trust Company (the "Purchaser") certain rights in the Lease and the Escrow Agreement, pursuant to the terms of an Absolute Assignment Agreement (the "Assignment"), to be entered into between Lessor and the Purchaser, the form of which has been presented to this meeting; and

WHEREAS, in order to secure the obligations of Lessee assigned to the Purchaser pursuant to the Assignment, Lessor will (1) grant to the Purchaser a first lien on and first security title to certain real property constituting the Facilities, pursuant to the terms of a Deed to Secure Debt (the "Security Deed"), to be entered into from Lessor to the Purchaser, and (2) assign to the Purchaser its right, title, and interest in and to certain contracts relating to the Facilities, pursuant to the terms of an Assignment of Contract Documents (the "Contracts Assignment"), to be entered into from Lessor to the Purchaser, the forms of which have been presented to this meeting; and

WHEREAS, after careful study and investigation, Lessee desires to enter into the Lease and the Escrow Agreement (collectively the "Contracts");

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

1. The forms, terms, and conditions and the execution, delivery, and performance of the Contracts, forms of which have been filed with Lessee, are hereby approved and authorized. The Contracts shall be in substantially the forms presented to this meeting with such changes, corrections, deletions, insertions, variations, additions, or omissions as may be approved by the Mayor of Lessee (the "Chief Officer") or the Mayor Pro Tem of Lessee (the "Deputy Officer"), whose approval thereof shall be conclusively evidenced by the execution of each such Contract.

2. The Chief Officer or the Deputy Officer of Lessee is hereby authorized and directed to execute on behalf of Lessee the Contracts, and the City Clerk of Lessee (the "Attesting Officer") is hereby authorized and directed to affix thereto and attest the seal of Lessee, upon proper execution and delivery of the other parties thereto, provided, that in no event shall any such attestation or affixation of the seal of Lessee be required as a prerequisite to the effectiveness thereof, and the Chief Officer or the Deputy Officer and the Attesting Officer of Lessee are authorized and directed to deliver the Contracts on behalf of Lessee to the other parties thereto, and to execute and deliver all such other contracts, agreements, schedules, supplements, 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 performance of the Contracts, the investment of amounts held under the Escrow Agreement, and the carrying out of the transactions authorized by this Resolution or contemplated by the instruments and documents referred to in this Resolution.

3. The Council of Peachtree City hereby designates the lease obligation contemplated by Lease Schedule 1 attached to the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and covenants that such lease obligation does not constitute a "private activity bond," as defined in Section 141 of the Code, and that not more than $10,000,000 in aggregate principal amount of obligations the interest on which is excludable from gross income for federal income tax purposes (excluding, however, private activity bonds, as defined in Section 141 of the Code, other than qualified 501(c)(3) bonds, as defined in Section 145 of the Code), including such lease obligation, have been or shall be issued by Lessee, including all subordinate entities of Lessee and all entities which issue obligations on behalf of Lessee, during the calendar year 2007.

4. The form and substance of the Assignment, the Security Deed, and the Contracts Assignment, the forms of which have been presented to this meeting, are hereby approved, and Lessee requires that such contracts be entered into by the parties thereto in substantially the forms presented to this meeting with such changes, corrections, insertions, deletions, variations, additions, or omissions as may be approved in writing by the Chief Officer or the Deputy Officer of Lessee, whose approval thereof shall be conclusively evidenced by the execution of the Lease.

5. This Resolution, the Contracts, the Assignment, the Security Deed, and the Contracts Assignment, as approved by this Resolution, which are hereby incorporated in this Resolution by this reference thereto, shall be placed on file at the office of Lessee and made available for public inspection by any interested party immediately following the passage and approval of this Resolution.

PASSED, ADOPTED, SIGNED, APPROVED, AND EFFECTIVE this 6th day of September 2007.

ATTESTING OFFICER'S CERTIFICATE

I, **BETSY TYLER**, the duly appointed, qualified, and acting Acting City Clerk of Peachtree City **DO HEREBY CERTIFY** that the foregoing pages of typewritten matter constitute a true and correct copy of a resolution adopted on September 6, 2007, by the Council of Peachtree City (the "Governing Body") in a meeting duly called and assembled in accordance with applicable laws and with the procedures of the Governing Body, by a vote of ___ Yea and ___ Nay, 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 Governing Body, which is in my custody and control.

GIVEN under my hand and the seal of Peachtree City this ____ day of September 2007.

____
Acting City Clerk, Peachtree City

(SEAL)

FY 2007 Bricks & Mortar Loan - Revised

	Cost	D/S - 15 yrs @ 5% per annum Annual Princ & Int (4 pmts.)
Satellite Auto Shop Building	$544,032	$51,770
Satellite Auto Shop Equipment	$69,485	$6,612
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	Branch Banking & Trust Co.	RBC Centura Bank	Bank of America	All Points Public Funding LLC	Wachovia	SunTrust Leasing Corporation
Current Rate:	**3.96%**	**4.06%**	**4.22%**	**4.32%**	**4.32%**	**4.37%**
Contact:	Bobby Blakely, Jr. Regional President, S. Atlanta Region 770-631-5354 770-632-0117 FAX bblakley@BBandT.com Veverly Hicks Vhicks@bbandt.com	Rick Cornejo Senior Accounts Manager 404-495-6008 404-495-6099 FAX rick.cornejo@rbc.com	Dan Lally Senior Vice President 770-717-6423 daniel.w.lally@bankofamerica.com	Kevin King Director of Business Development 866-617-2337 866-617-2330 FAX kking@allpointscapital.com	Sallie Kerr Senior Vice President 678-589-4304 sallie.kerr@wachovia.com Christa Holland Christa.holland@wachovia.com	Dennis McDermott Vice President 404-658-4751 404-827-6695 FAX dennis.mcdermott@suntrust.com Robert Rynarzewski robert.rynarzewski@suntrust.com

BB&T

BB&T Governmental Finance

PO Box 31273
Charlotte, N.C. 28231
(704) 954-1700
Fax (704) 954-1799

August 20, 2007

Todd L. Barnes
Managing Director
Investment Banking
AG Edwards & Sons, Inc.
3399 Peachtree Road, NE, Suite 1100
Atlanta, GA 30326-1150

RE: CITY OF PEACHTREE CITY FIRE STATION PROJECT

Dear Mr. Barnes:

Branch Banking and Trust Company ("BB&T") is pleased to offer this proposal for the financing requested by the City of Peachtree City ("City").

(1) Project: Fire Station Project

(2) Amount To Be Financed: $2,350,000

(3) Interest Rates, Financing Terms and Corresponding Payments:

Term	Rate
15 years	3.96%

Payments shall be principal and interest paid quarterly in arrears, as requested by the City. See the attached amortization schedule for information on payments.

The interest rate stated above is valid for a closing not later than September 25, 2007. Closing of the financing is contingent upon completing documentation acceptable to BB&T and upon the condition of the property acceptable to BB&T. We shall review your most recent financial statements before funding this transaction.

All applicable costs of counsel for the City and any other costs shall be the City's responsibility and separately payable by the City. The financing documents shall allow prepayment of the principal balance in whole on a scheduled payment date with a 1% prepayment premium.

The stated interest rate assumes that the City expects to borrow less than $10,000,000 in calendar year 2007 and that the City shall comply with IRS Code Sections 141, 148, 149(e) and Section 265(b)(3) that pertain to the Revenue Bonds according to Georgia State statutes. BB&T reserves the right to terminate its interest in this bid or to negotiate a mutually acceptable rate if the financing is not a qualified tax-exempt financing.

(4) Security:

This financing shall be secured by a first lien security interest on (a) all personal property acquired with financing proceeds, (b) all improvements to real estate that are constructed or improved with financing proceeds, and all associated real estate, and (c) all real estate acquired with financing proceeds.

(5) Financing Documents:

It shall be the responsibility of the City to retain and compensate counsel to appropriately structure the documents according to Georgia State statutes. BB&T shall also require the City's Bond Counsel to provide an unqualified legal opinion. BB&T reserves the right to review the documents and they must be mutually accepted by BB&T and the City.

* * * * * *

BB&T appreciates the opportunity to make this financing proposal and requests to be notified within ten days of this proposal should BB&T be the successful proposer.

BB&T shall have the right to cancel this offer by notifying the City of its election to do so (whether or not this offer has previously been accepted by the City) if at any time prior to the closing there is a material adverse change in the City's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the City or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to BB&T. We reserve the right to negotiate and/or terminate our interest in this transaction should we be the successful proposer.

Please call me at (704) 954-1710 with your questions and comments. We look forward to hearing from you.

Sincerely,

BRANCH BANKING AND TRUST COMPANY

Veverly Hicks

Veverly C. Hicks
Vice President

Enclosure

BB&T Governmental Finance
Amortization Schedule

City of Peachtree City

Compound Period .... : Quarterly

Nominal Annual Rate .... : 3.960 %

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 09/25/2007				2,350,000.00
2007 Totals	0.00	0.00	0.00	
1 12/25/2007	52,132.06	23,265.00	28,867.06	2,321,132.94
2 03/25/2008	52,132.06	22,979.22	29,152.84	2,291,980.10
3 06/25/2008	52,132.06	22,690.60	29,441.46	2,262,538.64
4 09/25/2008	52,132.06	22,399.13	29,732.93	2,232,805.71
2008 Totals	208,528.24	91,333.95	117,194.29	
5 12/25/2008	52,132.06	22,104.78	30,027.28	2,202,778.43
6 03/25/2009	52,132.06	21,807.51	30,324.55	2,172,453.88
7 06/25/2009	52,132.06	21,507.29	30,624.77	2,141,829.11
8 09/25/2009	52,132.06	21,204.11	30,927.95	2,110,901.16
2009 Totals	208,528.24	86,623.69	121,904.55	
9 12/25/2009	52,132.06	20,897.92	31,234.14	2,079,667.02
10 03/25/2010	52,132.06	20,588.70	31,543.36	2,048,123.66
11 06/25/2010	52,132.06	20,276.42	31,855.64	2,016,268.02
12 09/25/2010	52,132.06	19,961.05	32,171.01	1,984,097.01
2010 Totals	208,528.24	81,724.09	126,804.15	
13 12/25/2010	52,132.06	19,642.56	32,489.50	1,951,607.51
14 03/25/2011	52,132.06	19,320.91	32,811.15	1,918,796.36
15 06/25/2011	52,132.06	18,996.08	33,135.98	1,885,660.38
16 09/25/2011	52,132.06	18,668.04	33,464.02	1,852,196.36
2011 Totals	208,528.24	76,627.59	131,900.65	
17 12/25/2011	52,132.06	18,336.74	33,795.32	1,818,401.04
18 03/25/2012	52,132.06	18,002.17	34,129.89	1,784,271.15
19 06/25/2012	52,132.06	17,664.28	34,467.78	1,749,803.37
20 09/25/2012	52,132.06	17,323.05	34,809.01	1,714,994.36
2012 Totals	208,528.24	71,326.24	137,202.00	
21 12/25/2012	52,132.06	16,978.44	35,153.62	1,679,840.74
22 03/25/2013	52,132.06	16,630.42	35,501.64	1,644,339.10
23 06/25/2013	52,132.06	16,278.96	35,853.10	1,608,486.00
24 09/25/2013	52,132.06	15,924.01	36,208.05	1,572,277.95
2013 Totals	208,528.24	65,811.83	142,716.41	

City of Peachtree City

	Date	Payment	Interest	Principal	Balance
25	12/25/2013	52,132.06	15,565.55	36,566.51	1,535,711.44
26	03/25/2014	52,132.06	15,203.54	36,928.52	1,498,782.92
27	06/25/2014	52,132.06	14,837.95	37,294.11	1,461,488.81
28	09/25/2014	52,132.06	14,468.74	37,663.32	1,423,825.49
2014 Totals		208,528.24	60,075.78	148,452.46	
29	12/25/2014	52,132.06	14,095.87	38,036.19	1,385,789.30
30	03/25/2015	52,132.06	13,719.31	38,412.75	1,347,376.55
31	06/25/2015	52,132.06	13,339.03	38,793.03	1,308,583.52
32	09/25/2015	52,132.06	12,954.98	39,177.08	1,269,406.44
2015 Totals		208,528.24	54,109.19	154,419.05	
33	12/25/2015	52,132.06	12,567.12	39,564.94	1,229,841.50
34	03/25/2016	52,132.06	12,175.43	39,956.63	1,189,884.87
35	06/25/2016	52,132.06	11,779.86	40,352.20	1,149,532.67
36	09/25/2016	52,132.06	11,380.37	40,751.69	1,108,780.98
2016 Totals		208,528.24	47,902.78	160,625.46	
37	12/25/2016	52,132.06	10,976.93	41,155.13	1,067,625.85
38	03/25/2017	52,132.06	10,569.50	41,562.56	1,026,063.29
39	06/25/2017	52,132.06	10,158.03	41,974.03	984,089.26
40	09/25/2017	52,132.06	9,742.48	42,389.58	941,699.68
2017 Totals		208,528.24	41,446.94	167,081.30	
41	12/25/2017	52,132.06	9,322.83	42,809.23	898,890.45
42	03/25/2018	52,132.06	8,899.02	43,233.04	855,657.41
43	06/25/2018	52,132.06	8,471.01	43,661.05	811,996.36
44	09/25/2018	52,132.06	8,038.76	44,093.30	767,903.06
2018 Totals		208,528.24	34,731.62	173,796.62	
45	12/25/2018	52,132.06	7,602.24	44,529.82	723,373.24
46	03/25/2019	52,132.06	7,161.40	44,970.66	678,402.58
47	06/25/2019	52,132.06	6,716.19	45,415.87	632,986.71
48	09/25/2019	52,132.06	6,266.57	45,865.49	587,121.22
2019 Totals		208,528.24	27,746.40	180,781.84	
49	12/25/2019	52,132.06	5,812.50	46,319.56	540,801.66
50	03/25/2020	52,132.06	5,353.94	46,778.12	494,023.54
51	06/25/2020	52,132.06	4,890.83	47,241.23	446,782.31
52	09/25/2020	52,132.06	4,423.14	47,708.92	399,073.39
2020 Totals		208,528.24	20,480.41	188,047.83	
53	12/25/2020	52,132.06	3,950.83	48,181.23	350,892.16
54	03/25/2021	52,132.06	3,473.83	48,658.23	302,233.93
55	06/25/2021	52,132.06	2,992.12	49,139.94	253,093.99
56	09/25/2021	52,132.06	2,505.63	49,626.43	203,467.56
2021 Totals		208,528.24	12,922.41	195,605.83	
57	12/25/2021	52,132.06	2,014.33	50,117.73	153,349.83

City of Peachtree City

	Date	Payment	Interest	Principal	Balance
58	03/25/2022	52,132.06	1,518.16	50,613.90	102,735.93
59	06/25/2022	52,132.06	1,017.09	51,114.97	51,620.96
60	09/25/2022	52,132.06	511.10	51,620.96	0.00
2022 Totals		208,528.24	5,060.68	203,467.56	
Grand Totals		3,127,923.60	777,923.60	2,350,000.00	

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

as Lessor

and

PEACHTREE CITY

as Lessee

MASTER LEASE AND OPTION AGREEMENT

Dated September __, 2007

AS SET FORTH IN SECTION 13.01(c) HEREOF, CERTAIN INTERESTS OF THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION IN THIS MASTER LEASE AND OPTION AGREEMENT AND ALL RENTAL PAYMENTS AND CERTAIN OTHER AMOUNTS RECEIVABLE HEREUNDER HAVE BEEN ASSIGNED AND CONVEYED TO BRANCH BANKING AND TRUST COMPANY, UNDER AN ABSOLUTE ASSIGNMENT AGREEMENT, DATED THE DATE HEREOF, BETWEEN THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, AS ASSIGNOR, AND BRANCH BANKING AND TRUST COMPANY, AS ASSIGNEE (THE "PURCHASER"), AND ARE SUBJECT TO THE OWNERSHIP INTEREST OF THE PURCHASER. FOR THE PURPOSE OF PERFECTING AN OWNERSHIP INTEREST IN THIS MASTER LEASE AND OPTION AGREEMENT BY THE PURCHASER UNDER ARTICLE 9 OF THE GEORGIA UNIFORM COMMERCIAL CODE, ONLY THE COUNTERPART DELIVERED, CONVEYED, AND ASSIGNED TO THE PURCHASER SHALL BE DEEMED THE ORIGINAL.

MASTER LEASE AND OPTION AGREEMENT

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(This Table of Contents is not a part of the Master Lease and Option Agreement and is only for convenience of reference.)

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MASTER LEASE AND OPTION AGREEMENT

This **MASTER LEASE AND OPTION AGREEMENT** (this "Lease"), dated September ___, 2007, by and between the Peachtree City Governmental Finance Corporation ("Lessor"), a nonprofit corporation duly organized and existing under the laws of the State of Georgia, and Peachtree City ("Lessee"), a municipal corporation duly created and existing under the laws of the State of Georgia;

W I T N E S S E T H:

WHEREAS, Lessor desires to lease the Facilities, as hereinafter defined, to Lessee, and Lessee desires to lease the Facilities from Lessor, subject to the terms and conditions of and for the purposes set forth in this Lease; and

WHEREAS, Lessee is authorized under the Constitution and laws of the State of Georgia to enter into this Lease for the purposes set forth herein;

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

ARTICLE I

DEFINITIONS

In addition to terms defined elsewhere in this Lease, the following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Rental" shall have the meaning specified in Section 6.10 hereof.

"Additions or Alterations" means modifications, repairs, renewals, improvements, replacements, alterations, additions, enlargements, or expansions in, on, or to the Facilities, including any and all machinery, furnishings, fixtures, and equipment therefor, and including the restoration, reconstruction, or replacement of buildings, equipment, or other property damaged or destroyed by fire or other casualty or taken by or under the threat of condemnation or for which title is lost.

"Affiliate" of any specified Person means any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For purposes of this definition, (i) "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the power to appoint and remove its directors, the ownership of voting securities, by contract, membership, or otherwise, and (ii) the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Agency Agreement" means the Agency Agreement, dated the date hereof, between Lessor and Lessee, as the same may be amended from time to time in accordance with the terms thereof.

"Architect" means an Independent Person who is a registered architect in the State, who or which is appointed by Lessor for the purpose of passing on questions relating to the design or construction of any particular Project, has all licenses and certifications necessary for the performance of such services, and, in the good faith opinion of Lessor, has a favorable reputation for skill and experience in performing similar services in respect of facilities of a comparable size and nature.

"Assignment" means the Absolute Assignment Agreement, dated the date hereof, between Lessor and the Purchaser, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"Buildings" means those certain buildings and all other facilities and improvements constituting part of the Facilities and not constituting part of the Equipment which are or will be located on the Premises.

"Capitalized Interest Fund" means the trust fund so designated which is created pursuant to Section 5 of the Escrow Agreement and referred to herein.

"Code" means the Internal Revenue Code of 1986, as amended, and to the extent applicable, the regulations and rulings issued thereunder.

"Commencement Date" is the date when the term of this Lease begins and Lessee's obligation to pay rent accrues with respect to each component of the Facilities referred to in a Lease Schedule, which date shall be the date on which each such Lease Schedule is executed and delivered.

"Completion Date" means the date of completion of the acquisition, construction, and installation of any Project, as that date shall be certified as provided in Section 8.02 hereof.

"Construction Contracts" means the contracts between Lessor and the contractors for the construction of any Project.

"Contracts Assignment" means the Assignment of Contract Documents, dated the date hereof, from Lessor to the Purchaser, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"Delivery Costs Fund" means the trust fund so designated which is created pursuant to Section 6 of the Escrow Agreement and referred to herein.

"Environmental Laws" means all federal, state, and local laws, rules, regulations, ordinances, programs, permits, guidances, orders, and consent decrees relating to health, safety, and environmental matters, including, but not limited to, the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Toxic Substances Control Act, as amended, the Clean Water Act, as amended, the Clean Air Act, as amended, the Superfund Amendments and Reauthorization Act of 1986, as amended, state and federal superlien and environmental cleanup programs and laws, and U.S. Department of Transportation regulations.

"Equipment" means the equipment, machinery, furnishings, and other personal property described in each Lease Schedule which, by this reference thereto, is incorporated herein, and all replacements, substitutions, and additions thereto.

"Escrow Agent" means the escrow agent at the time serving as such under the Escrow Agreement. Branch Banking and Trust Company, Charlotte, North Carolina, is the initial Escrow Agent.

"Escrow Agreement" means the Escrow Agreement, dated the date hereof, among Lessor, Lessee, and the Escrow Agent, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"Event of Default" means any Event of Default specified in Section 14.01 of this Lease.

"Event of Nonappropriation" shall have the meaning specified in Section 6.06 of this Lease.

"Event of Nonrenewal" means the termination of the Lease Term pursuant to Section 4.02(a) of this Lease.

"Facilities" means the Premises and the Buildings located thereon and the Equipment described in the Lease Schedules attached hereto as Exhibit A, which are the subject of this Lease. Different Facilities may be leased under this Lease; provided, however, the acquisition by and lease to Lessee of each such component of the Facilities shall be referred to in a Lease Schedule.

"Independent," when used with respect to any specified Person, means such a Person who (i) does not have any direct financial interest in Lessor or Lessee, other than the payment to be received under the contract for services to be performed by such Person, (ii) is not an officer, employee, underwriter, partner, Affiliate, subsidiary, or person performing similar functions for Lessor or Lessee, and (iii) is not a member of the governing body of Lessor or Lessee.

"Insurance Requirements" means all terms of any insurance policy required to be obtained under this Lease covering or applicable to the Facilities or any part thereof, all requirements of the issuer of any such policy, and all orders, rules, regulations, and other requirements of the national board of fire underwriters (or any other body exercising similar functions) applicable to or affecting the Facilities or any part thereof or any use of the Facilities or any part thereof.

"Lease" means this Master Lease and Option Agreement, including the Exhibits attached hereto, as the same may be supplemented or amended from time to time in accordance with the terms hereof, including each Lease Schedule hereafter attached to Exhibit A.

"Lease Amount" means the outstanding and unpaid aggregate principal component of the Rental Payments set forth in each Lease Schedule.

"Lease Schedule" means each schedule attached hereto as Exhibit A (the initial schedule to be numbered 1 and any subsequent schedules to be numbered sequentially thereafter) referring to the Facilities described therein and setting forth the Rental Payments and the due dates of such Rental Payments for such Facilities.

"Lease Term" means the Original Term and all Renewal Terms provided for in this Lease under Section 4.01.

"Lessee" means Peachtree City or any public body succeeding to its rights and obligations under this Lease.

"Lessee Contracts" means, collectively, this Lease, the Escrow Agreement, the Agency Agreement, and the Subordination Agreement.

"Lessor" means (i) Peachtree City Governmental Finance Corporation, acting as lessor hereunder, (ii) any surviving, resulting, or transferee corporation, and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Lessor Contracts" means, collectively, this Lease, the Agency Agreement, the Escrow Agreement, the Security Deed, the Contracts Assignment, the Assignment, and the Subordination Agreement.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a person other than the owner of the Property, whether such interest is based on the common law, statute, or contract, and including, but not limited to, the security interest, security title, or lien arising from a security agreement, mortgage, deed of trust, security deed, encumbrance, pledge, conditional sale, or trust receipt or a lease, consignment, or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Property. For the purpose of this Lease, Lessor shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other person for security purposes.

"Material Additions or Alterations" means any Additions or Alterations having an aggregate construction cost in excess of $100,000.

"Net Proceeds" means, when used with respect to any insurance or condemnation award, the gross proceeds from the insurance or condemnation award with respect to which that term is used remaining after payment of all expenses (including attorney's fees, adjuster's fees, and any other expenses) incurred in the collection of such gross proceeds.

"Original Term" means the period from the Commencement Date until the end of the calendar year in effect at the Commencement Date.

"Permitted Encumbrance" means, with respect to the Facilities, any of the following:

(i) The Lien on the Facilities created by this Lease and the Security Deed;

(ii) Any judgment lien or notice of pending action against Lessor or Lessee so long as such judgment or pending action is being contested and execution thereon has been stayed or the period for responsive pleading or appeal has not lapsed, and neither the Lien of this Lease or the Security Deed nor the Facilities will be materially impaired or subject to material loss or forfeiture; and

(iii) (A) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit, or provision of law affecting the Facilities, to (1) terminate such right, power, franchise, grant, license, or permit, provided that the exercise of such right would not, in the opinion of Lessee, materially impair the use of the Facilities or materially and adversely affect the value thereof, or (2) purchase, condemn, appropriate, or recapture, or designate a purchaser of, the Facilities; (B) any Liens (or deposits to obtain the release of such Liens) on the Facilities for taxes, assessments, levies, fees, water and sewer charges, and other governmental and similar charges, and any Liens of mechanics, materialmen, laborers, suppliers, or vendors for work or services performed or materials furnished in connection with the Facilities, which in the opinion of Lessee, are not material in amount or which are not due and payable or which are not delinquent or which, or the amount or validity of which, are being contested in good faith and execution thereon is stayed or, with respect to Liens of mechanics, materialmen, laborers, suppliers, or vendors, have been due for less than 90 days; (C) utility, access, and other easements, rights-of-way, servitudes, restrictions, and other minor defects, encumbrances, encroachments, and irregularities in the title to the Facilities which do not, in the opinion of Lessee, materially impair the use of the Facilities or materially and adversely affect the value thereof; (D) rights reserved to or vested in any municipality or public authority to control or regulate the Facilities or to use the Facilities in any manner, which rights do not, in the opinion of Lessee, materially impair the use of the Facilities or materially and adversely affect the value thereof; and (E) landlord's liens.

"Person" means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization, a governmental unit or an agency, a political subdivision or instrumentality thereof, or any other group or organization of individuals.

"Plans and Specifications" means the detailed plans and specifications for the construction of any Project prepared by an Architect or by architects and engineers acceptable to an Architect and approved by such Architect, as amended from time to time by Lessor, a copy of which is or will be on file with Lessor's assignee.

"Premises" means the real estate described in each Lease Schedule which, by this reference thereto, is incorporated herein.

"Prepayment Option Price" means 100% of the Lease Amount being prepaid plus premium, if any, determined in the related Lease Schedule.

"Prime Rate" means the rate of interest announced by the Purchaser from time to time as its "prime rate," "prime lending rate," "base rate," or similar reference rate (any such rate announced by the Purchaser is a reference rate only and does not necessarily represent the best or lowest rate actually charged by the Purchaser to any customer, and the Purchaser may make loans at rates of interest which are at, above, or below such reference rate). For purposes of calculating interest based on the Prime Rate, and except as expressly provided below, the Prime Rate shall be adjusted daily. In the event the Prime Rate is discontinued as a standard, the Purchaser shall designate a comparable reference rate as a substitute therefor. For purposes hereof, the Prime Rate in effect at the close of business on each business day shall be the Prime Rate for that day and any immediately succeeding non-business day or days.

"Project" means the acquisition, construction, and installation of the Facilities described in each Lease Schedule or any Material Additions or Alterations.

"Project Fund" means the trust fund so designated which is created pursuant to Section 4(a) of the Escrow Agreement and referred to herein.

"Property" means, with respect to any Person, any and all rights, titles, and interests of such Person in and to any and all property, whether real or personal, tangible or intangible, and wherever situated.

"Purchase Price" means the amount that Lessee may, in its discretion, pay to Lessor in accordance with the terms of Sections 10.02 and 12.01 hereof in order to purchase any component of the Facilities described in a Lease Schedule. As of the date such payment is made in full to Lessor, such amount shall be equal to the sum of (a) the Prepayment Option Price, (b) accrued interest on the related Lease Amount, which shall be computed by a per diem calculation of the interest portion of the next due Rental Payment, divided by the number of days between such due date and the prior immediate due date, multiplied by the number of days elapsing between the two as of the date of payment, (c) any unpaid charges for or interest on late payments as required by Section 14.05 hereof, and (d) any other amounts payable to Lessor hereunder as related Additional Rental.

"Purchaser" means Branch Banking and Trust Company, Charlotte, North Carolina, and its successors and assigns.

"Regulatory Body" means any federal, state, or local government, department, agency, or instrumentality and other public or private body, including accrediting organizations, having regulatory jurisdiction and authority over Lessee or its facilities or operations.

"Renewal Term" means the automatic renewal term of this Lease as provided for in Article IV of this Lease, each having a duration of one year and a term co-extensive with the calendar year, except the last of such automatic renewal terms which shall end with the payment of the last Rental Payment and all other amounts due hereunder in full.

"Rental Payments" means the basic rental payments payable by Lessee pursuant to the provisions of Section 6.02 of this Lease during the Lease Term, payable in consideration of the right of Lessee to use the Facilities during the then current portion of the Lease Term. Rental Payments shall be payable by Lessee to Lessor in the amounts and at the times during the Lease Term, as set forth in Section 6.02 of this Lease.

"Security Deed" means the Deed to Secure Debt, dated the date hereof, from Lessor to the Purchaser, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"State" means the State of Georgia.

"Subordination Agreement" means the Subordination, Non-Disturbance, and Attornment Agreement, dated the date hereof, among Lessor, Lessee, and the Purchaser, as the same may be amended or supplemented from time to time in accordance with the terms thereof.

"Surety Bonds" means separate performance and labor and material payment bonds issued by a responsible surety bond company qualified to do business in the State, which (1) is payable to Lessor, (2) unconditionally guarantees performance of each applicable Construction Contract upon any default by the contractor thereunder, including payment by the contractor of all amounts due in respect thereof and the correction of defects developing within one year after completion of construction under any Construction Contract, (3) has a maximum amount available of at least 100% of the price of each applicable Construction Contract including increases caused by change orders (except that the portion available thereunder for the correction of post-completion defects may be limited to 10% of the price of each applicable Construction Contract), (4) provides that coverage thereunder may not be reduced or canceled except upon thirty days' prior written notice to Lessor, and (5) if cancellable by the surety under any circumstances, provides for full payment to Lessor prior to any cancellation.

"Vendor" means the manufacturer of the Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing the Equipment.

[End of Article I]

ARTICLE II

REPRESENTATIONS, WARRANTIES, AND COVENANTS OF LESSEE

Lessee represents, warrants, and covenants, for the benefit of Lessor and its assignees, as follows:

(a) Creation and Existence. Lessee is a municipal corporation, duly created and existing under the Constitution and laws of the State. Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a municipal corporation.

(b) Authorization. Lessee has the power and authority under the Constitution and laws of the State to enter into the Lessee Contracts and the transactions contemplated hereby and thereby, and to perform all of its obligations hereunder and thereunder. Lessee has been duly authorized to execute, deliver, and perform its obligations under the Lessee Contracts by appropriate official approval, all requirements have been met and procedures have occurred in order to ensure the enforceability of the Lessee Contracts, and Lessee has complied with such public bidding requirements as may be applicable to this Lease and the acquisition, construction, and installation by Lessee of the Facilities hereunder. No approval or other action by any other governmental authority or agency or other person is required in connection with the execution, delivery, and performance of the Lessee Contracts by Lessee except as shall have been obtained as of the date hereof.

(c) No Conflict. Neither the execution and delivery of the Lessee Contracts, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions, or provisions of any restriction or any agreement or instrument to which Lessee is now a party or by which Lessee is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge, or encumbrance whatsoever upon any of the property or assets of Lessee, or upon the Facilities.

(d) No Litigation. There are no actions, suits, proceedings, inquiries, or investigations, at law or in equity, before or by any court, public board, or body pending or threatened against or affecting Lessee, which singly or in the aggregate, if adversely determined, would adversely affect the validity or enforceability of the Lessee Contracts or would adversely affect Lessee's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(e) Compliance with Laws and Regulations. The execution and delivery by Lessee of the Lessee Contracts and the performance of Lessee's obligations hereunder and thereunder are not in contravention of any laws, orders, regulations, or ordinances. Lessee is in compliance with all laws, orders, regulations, and ordinances of all federal, state, and local authorities, the failure to comply with which would have a material adverse effect on the enforceability of the Lessee Contracts or Lessee's ability to satisfy its obligations hereunder or thereunder in a timely manner.

(f) Essentiality of the Facilities. During the term of this Lease, the Facilities will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. The use of the Facilities is essential to Lessee's proper, efficient, and economic operation. Lessee has an immediate need for, and expects to make immediate use of, all of the Facilities, which need is not temporary or expected to diminish in the foreseeable future. There are no circumstances presently affecting Lessee that could reasonably be expected to alter its foreseeable need for the Facilities or adversely affect its ability or willingness to budget funds for the payment of amounts due under this Lease. The inclusion in this Lease of Lessee's right to terminate is not indicative of any present purpose or design on the part of Lessee to terminate this Lease and acquire additional property or services performing functions similar to the Facilities.

(g) Approval of Lessor Contracts. Lessee hereby approves the execution and delivery by Lessor of the Lessor Contracts and all of the terms and conditions of the Lessor Contracts.

(h) Reporting Requirements. During the period this Lease is in force, Lessee will annually provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year, and such other financial information relating to the ability of Lessee to continue this Lease as may be reasonably requested by Lessor or its assignee. Should Lessor remarket this Lease, Lessee will provide updated certificates regarding the use of the Facilities and Lessee's compliance with the terms hereof.

(i) Useful Life. The Facilities will have a useful life in the hands of Lessee that is substantially in excess of the Original Term and all Renewal Terms.

(j) No Fixtures. The Equipment is, and during the period this Lease is in force will remain, personal property and, when subjected to use by Lessee under this Lease, will not be or become fixtures.

(k) Tax Matters. Lessee will not take or omit to take any action which will adversely affect the exclusion from gross income of the interest component of the Rental Payments (shown in any Lease Schedule) under the Code, including any action or omission which will cause the lease obligation contemplated by any Lease Schedule to be an "arbitrage bond" within the meaning of Section 148 of the Code.

(l) Title. Lessee has, with the delivery of the initial Lease Schedule, transferred, conveyed, and assigned and will, with the delivery of each subsequent Lease Schedule, transfer, convey, and assign to Lessor all pre-existing right, title, and interest of Lessee in and to the Facilities referred to in such Lease Schedule (including interests in purchase orders, installment sales arrangements, deposits, etc.) by deed, assignment, bill of sale, or other appropriate documentation. Lessee agrees to execute and record any and all instruments that Lessor may reasonably deem necessary in order to evidence the transfer and assignment described in this clause.

(m) Facilities Legal Compliance. The operation of the Facilities in the manner presently contemplated will not conflict in any material respect with any zoning, water or air pollution or other ordinance, order, law, rule, or regulation applicable to the Facilities, including, without limitation, Environmental Laws. Lessee has caused or will cause the Facilities to be designed in accordance with all applicable federal, state, and local laws or ordinances (including rules and regulations) relating to zoning, planning, building, safety, and environmental quality. Lessee will operate or will cause the Facilities to be operated in compliance with the requirements of all such laws, ordinances, rules, and regulations, including, without limitation, Environmental Laws. Lessee further covenants and agrees to comply in all material respects with, or use its reasonable efforts to cause other Persons whose obligation it is to so comply by contract or pursuant to law to comply in all material respects with, and materially conform to, all present and future laws, statutes, codes, ordinances, orders, judgments, decrees, injunctions, rules, regulations, and requirements applicable to the Facilities, and irrespective of the nature of the work to be done, of every applicable governmental authority, including Environmental Laws applicable to the Facilities, and all covenants, restrictions, and conditions now or hereafter of record which may be applicable to the use, manner of use, occupancy, possession, operation, maintenance, alteration, repair, or reconstruction of the Facilities, including building and zoning codes and ordinances (collectively, the "Legal Requirements"), provided that Lessee shall not be in default hereunder so long as Lessee, promptly after receiving an actual written notice of any noncompliance, files a copy thereof with Lessor, and Lessee commences and uses its diligent efforts to cause compliance with such Legal Requirements, and as long as the failure to comply does not subject the Facilities to any material danger of being forfeited or lost as a result thereof. Lessee possesses or will possess, and Lessee hereby agrees to maintain and obtain in the future, all necessary licenses and permits, or rights thereto, to operate the Facilities as presently proposed to be operated, and all such licenses, permits, or other approvals required in connection with the operation of the Facilities have been duly obtained and are in full force and effect except for any such licenses, permits, or other approvals that are not yet required and that will be duly obtained not later than the time required or the failure to obtain which will not materially and adversely affect the operation of the Facilities. Lessee covenants and agrees to do all things necessary to preserve and keep in full force and effect its franchises, rights, powers, and privileges as the same relate to the Facilities.

(n) State Law Requirements. The Lease Amount, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia, does not exceed 10 percent of the assessed value of all taxable property within Lessee. The Facilities have not been the subject of a referendum which failed to receive the approval of the voters of Lessee within the immediately preceding four calendar years, unless such Facilities are required to be financed pursuant to a federal or state court order, or imminent threat thereof, as certified by the governing authority of Lessee. A public hearing was held by Lessee with respect to this Lease after two weeks' notice published in a newspaper of general circulation within Lessee. The average annual payments on this Lease and all other contracts with respect to real property in effect under Section 36-60-13 of the Official Code of Georgia Annotated do not exceed 7.5 percent of the governmental fund revenues of Lessee for the calendar year preceding the delivery of each Lease Schedule plus any available special county 1 percent sales and use tax proceeds collected pursuant to Section 48-8-111 of the Official Code of Georgia Annotated. The outstanding principal balance on the aggregate of this Lease and all other contracts with respect to real property in effect under Section 36-60-13 of the Official Code of Georgia Annotated does not exceed $25,000,000.

[End of Article II]

ARTICLE III

LEASE OF FACILITIES

Section 3.01. **Lease of Facilities.** Lessor hereby demises, leases, and rents to Lessee, and Lessee rents, leases, and hires from Lessor, the Facilities, in accordance with the provisions of this Lease, to have and to hold for the Lease Term, subject to Permitted Encumbrances.

Section 3.02. **Delivery and Acceptance of Possession.** Lessor agrees to deliver to Lessee sole and exclusive possession of the Premises and the Equipment upon their respective acquisition (subject to the right of Lessor to enter the Premises for inspection purposes and subject to the other provisions of Section 5.03 hereof), and Lessee agrees to accept possession of the Premises and the Equipment upon their respective acquisition and to accept possession of each Building upon the related Completion Date; provided that prior to such date for delivery of sole and exclusive possession of each Building, Lessee may take such possession of all or any part of such Building as shall not interfere with the construction or installation of such Building. Lessor shall be permitted such continued possession of the Facilities as shall be necessary and convenient for it to construct or cause to be constructed each Building and install or cause to be installed any Equipment and to make or cause to be made any repairs or restorations required or permitted to be made by Lessor pursuant to the provisions hereof. Lessee shall, within 30 days of the proper acquisition and installation of any Equipment, execute and deliver to Lessor a Certificate of Acceptance, substantially in the form attached as Exhibit C (the initial Certificate of Acceptance to be numbered C-1 and any subsequent Certificates of Acceptance to be numbered sequentially thereafter).

[End of Article III]

ARTICLE IV

LEASE TERM

Section 4.01. <u>Commencement and Continuance of Lease Term</u>. The Original Term of this Lease shall commence on the Commencement Date and shall terminate on the last day of the current calendar year. The Lease Term shall be automatically continued, at the end of the Original Term or any Renewal Term, for an additional one year, up to a maximum Lease Term ending in the year in which the last Rental Payment is due, as shown on the applicable Lease Schedule, unless Lessee shall deliver to Lessor written notice of its election to terminate the Lease Term not less than 90 days prior to the end of the Original Term or the Renewal Term then in effect, upon which event the Lease Term shall terminate. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the applicable Lease Schedules.

Section 4.02. <u>Termination of Lease Term</u>. The Lease Term shall terminate upon the earliest of any of the following events:

(a) the expiration of the Original Term or any Renewal Term of this Lease and the nonrenewal of this Lease under the terms of Section 4.01;

(b) the occurrence of an Event of Nonappropriation pursuant to Section 6.06;

(c) the exercise by Lessee of the option to purchase the Facilities granted under the provisions of Section 12.01 of this Lease and the payment of all amounts due hereunder in accordance with such provisions;

(d) the exercise by Lessor of its right to terminate this Lease upon a default by Lessee under Article XIV; or

(e) the payment by Lessee of all Rental Payments and all other sums authorized or required to be paid by Lessee hereunder.

[End of Article IV]

ARTICLE V

ENJOYMENT AND USE OF FACILITIES; WARRANTIES

Section 5.01. Quiet Enjoyment. Lessor hereby covenants to provide Lessee during the Lease Term with quiet use and enjoyment of the Facilities, and Lessee shall during the Lease Term peaceably and quietly have and hold and enjoy the Facilities, without suit, trouble, or hindrance from Lessor, except as expressly set forth in this Lease. Lessor shall not interfere with the quiet use and enjoyment of the Facilities by Lessee during the Lease Term. Lessor shall, at the request of Lessee and at the cost of Lessee, join and cooperate fully in any legal action in which Lessee asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Facilities. In addition, Lessee may at its own expense join in any legal action affecting its possession and enjoyment of the Facilities, and shall be joined (to the extent legally possible, and at the expense of Lessee) in any action affecting its liabilities hereunder.

Section 5.02. Use of the Facilities. Lessee shall not install, use, operate, or maintain the Facilities improperly, carelessly, in violation of any applicable law or Vendor's instructions or warranty, or in a manner contrary to that contemplated by this Lease. Lessee shall provide all permits and licenses, if any, necessary for the acquisition, construction, installation, and operation of the Facilities. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance, and operation of the Facilities) with all laws of the jurisdictions in which its operations involving any component of the Facilities may extend and any legislative, executive, administrative, or judicial body exercising any power or jurisdiction over the components of the Facilities; provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the components of the Facilities or its interest or rights under this Lease.

Section 5.03. Access to Premises and Records. Lessor, for itself, its mortgagee, and its duly authorized representatives and agents, reserves the right, upon reasonable prior notice, to enter the Facilities at all reasonable times during the Lease Term for the purpose of (i) examining and inspecting the same, including any construction or reconstruction thereof, (ii) performing such work in and about the Facilities made necessary by reason of an Event of Default, and (iii) upon an Event of Default, an Event of Nonappropriation, or an Event of Nonrenewal, exhibiting the Facilities to prospective purchasers, lessees, or mortgagees. Lessee shall keep accurate and complete records and books of account with respect to its governmental activities in which proper entries are made in accordance with generally accepted accounting principles reflecting all of its financial transactions. Lessor shall also have the right at all reasonable times to examine and make extracts from the books and records of Lessee, insofar as such books and records relate to the repair and maintenance of the Facilities or insofar as necessary to ascertain compliance with this Lease, and to discuss with Lessee's officials, employees, and accountants Lessee's assets, liabilities, financial condition, results of operations, and prospects.

Section 5.04. **Disclaimer of Warranties**. **LESSEE ACKNOWLEDGES THAT THE EQUIPMENT HAS BEEN SELECTED IN ACCORDANCE WITH LESSEE'S SPECIFICATIONS AND ACQUIRED FROM VENDORS SELECTED BY LESSEE AND THAT LESSOR IS NEITHER A MANUFACTURER OF OR A DEALER IN THE EQUIPMENT NOR AN AGENT OF A MANUFACTURER OF OR A DEALER IN THE EQUIPMENT. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, INFRINGEMENT, OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO, AND, AS TO LESSOR, LESSEE LEASES THE EQUIPMENT "AS IS." IN ADDITION, LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE QUALITY OF THE MATERIALS, COMPONENTS, OR WORKMANSHIP IN ANY OF THE EQUIPMENT,** or that the Equipment will satisfy any requirements of any law, rule, specification, or contract which provides for specific machinery or operators or special methods. No defect, infringement, or unfitness of the Equipment shall relieve Lessee of the obligation to pay Rental Payments or to satisfy any other obligations under this Lease to Lessor. In no event shall Lessor be liable for any loss or damage, including incidental, indirect, special, or consequential damage, in connection with or arising out of this Lease or the existence, furnishing, functioning, or Lessee's use of any item or products or services provided for in this Lease.

Section 5.05. **Vendor's Warranties**. (a) Lessor hereby irrevocably appoints Lessee as its agent and attorney-in-fact during the Lease Term, so long as no Event of Default, Event of Nonrenewal, or Event of Nonappropriation shall have occurred and be continuing, to assert from time to time whatever claims and rights (including, without limitation, warranties with respect to the Equipment) that Lessor may have against any Vendor of any portion of the Equipment. Lessee's sole remedy for the breach of such warranty, indemnification, or representation shall be against the Vendor of the Equipment, and not against Lessor, nor shall such matter have any effect whatsoever on the rights and obligations of Lessor with respect to this Lease, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representation or warranty whatsoever as to the existence or availability of such warranties of the Vendor of the Equipment.

(b) Lessor hereby assigns to Lessee during the Lease Term, to the extent permitted by law, all Vendor's warranties, if any, that it may have, express or implied, with respect to the Equipment, and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's expense. Lessor authorizes Lessee, to the extent permitted by law, to enforce in Lessee's own name any warranty, representation, or other claim enforceable against any Vendor. Lessor assumes no responsibility for shipment, delivery, installation, or maintenance, and all claims of Lessee with respect thereto, whether for delay, damage, or otherwise, shall be made against the Vendor. Lessor, at its option, may provide in its purchase order that the Vendor agrees that any such claims may be made by Lessee directly against the Vendor. The obligation of Lessee to pay the Rental Payments shall not be abated, impaired, or reduced by reason of any claims of Lessee with respect to the Equipment, including but not limited to its condition, quality, workmanship, delivery, shipment, installation, defects, or otherwise.

[End of Article V]

ARTICLE VI

RENTAL PAYMENTS

Section 6.01. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds, or monies of Lessee.

It is expressly agreed by Lessor, and any assigns, that so long as no Event of Default has occurred and is continuing: (a) Lessee's obligations to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money are contingent and expressly limited to the extent of specific appropriations made to fund this Lease, and (b) nothing contained in any other paragraph of this Lease shall be construed as creating any monetary obligation on the part of Lessee beyond such current and specific appropriations.

If an Event of Default has occurred and is continuing, then Lessee's obligations to pay any amounts due or perform any covenants requiring or resulting in the expenditure of money are expressly limited to the extent of the sum of the following: (a) specific appropriations made to fund this Lease, (b) all amounts from the exercise by Lessor or any assigns of any and all of its remedies permitted or granted hereunder with respect to the Facilities, and (c) any other funds of Lessee legally available to be applied to the payment or satisfaction of Lessee's obligations hereunder; and nothing in this Lease shall be construed as creating any monetary obligation on the part of Lessee beyond the amount as set forth in this sentence.

Section 6.02. Payment of Rental Payments. Lessee shall pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America, to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in all Lease Schedules comprising Exhibit A hereto. Rental Payments shall be in consideration for Lessee's use of the Facilities during the applicable year in which such payments are due.

Section 6.03. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease Schedule shall set forth the interest component and the principal component of each Rental Payment during the Lease Term. To the extent interest is to be computed through a date other than a date set forth on any Lease Schedule, the computation set forth in the definition of "Purchase Price" shall be used.

Section 6.04. Rental Payments to be Unconditional. The obligations of Lessee to make Rental Payments required under this Article VI and other sections hereof, and to perform and observe the covenants and agreements contained herein, shall be absolute and unconditional in all events, except as expressly provided under this Lease. Notwithstanding any dispute between Lessee and Lessor, any Vendor, any contractor, subcontractor, or supplier of materials or labor, or any other person, Lessee shall make all Rental Payments when due and shall not withhold any Rental Payments pending final resolution of such dispute, nor shall Lessee assert any defense or right of set-off, recoupment, or counterclaim against its obligation to make such payments required under this Lease. Lessee's obligation to make Rental Payments during the Original Term or the then current Renewal Term shall not be abated through accident or unforeseen circumstances. Lessee agrees not to suspend, reduce, abrogate, diminish, postpone, modify, discontinue, withhold, or abate any portion of the payments required pursuant to this Lease by reason of any defects, malfunctions, breakdowns, or infirmities of the Facilities, failure of Lessor to complete the acquisition, construction, or installation of the Facilities, failure of Lessee to occupy or to use the Facilities as contemplated in this Lease or otherwise, any change or delay in the time of availability of the Facilities, any acts or circumstances which may impair or preclude the use or possession of the Facilities, any defect in the title, design, operation, merchantability, fitness, or condition of the Facilities or in the suitability of the Facilities for Lessee's purposes or needs, failure of consideration, the invalidity of any provision of this Lease, any acts or circumstances that may constitute an eviction or constructive eviction, destruction of or damage to the Facilities, the taking by eminent domain of title to or the use of all or any part of the Facilities, failure of Lessor's title to the Facilities 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, or any failure of Lessor to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Lease. Nothing contained in this Section shall be construed to release Lessor from the performance of any of the agreements on its part herein contained. In the event Lessor should fail to perform any such agreement on its part, Lessee may institute such action against Lessor as Lessee may deem necessary to compel performance so long as such action does not abrogate Lessee's obligations hereunder. Lessee may, however, at its own cost and expense and in its own name or in the name of Lessor, prosecute or defend any action or proceeding or take any other action involving third persons which Lessee deems reasonably necessary in order to secure or protect its right of possession, occupancy, and use hereunder, and in such event Lessor hereby agrees to cooperate fully with Lessee and to take all action necessary to effect the substitution of Lessee for Lessor in any such action or proceeding if Lessee shall so request.

Section 6.05. Continuation of Lease Term by Lessee. Lessee intends, subject to the provisions of Section 6.06, to continue the Lease Term through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Rental Payments during the Original Term and each of the Renewal Terms can be obtained. Lessee further intends to do all things lawfully within its power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such payments to the extent necessary in each annual budget submitted and adopted in accordance with applicable provisions of State law, having such portion of the budget approved, and exhausting all available reviews and appeals in the event such portion of the budget is not approved and, if necessary, amending its annual budget to make provision for such payments.

Section 6.06. Nonappropriation. The obligation of Lessee to pay the Rental Payments is subject in each fiscal year of Lessee to appropriation by Lessee. If (a) sufficient funds shall not be appropriated for the payment of the Rental Payments due in any fiscal year of Lessee and

(b) Lessee shall have at the time any Rental Payment is due no funds legally available for the payment of such Rental Payment from other sources, an Event of Nonappropriation shall be deemed to have occurred and Lessee may terminate this Lease. Lessee shall promptly deliver notice to Lessor (i) of the failure to appropriate for any fiscal year of Lessee all or any portion of the Rental Payment due in such year and (ii) of the occurrence of any Event of Nonappropriation; provided, however, that failure to give notice of either such occurrence shall not constitute an Event of Default. The occurrence of an Event of Nonappropriation shall not relieve Lessee of the obligation to pay to Lessor Rental Payments for the then current Original Term or Renewal Term out of moneys previously appropriated therefor.

Failure by Lessee to appropriate funds or otherwise make funds available to pay any portion of the Rental Payments due in any fiscal year, whether due to the failure of Lessee to appropriate funds to pay the portion of such Rental Payments that relates to any particular Facilities or any other cause, shall constitute an Event of Nonappropriation with respect to all of the Facilities.

Section 6.07. Possession of the Facilities Upon Nonappropriation or Nonrenewal. Upon the occurrence of an Event of Nonappropriation or an Event of Nonrenewal, Lessee agrees that Lessor may reclaim possession of the Facilities, which Lessee agrees shall be in the condition required by Section 9.01, with all of Lessee's employees, agents, and personal property removed therefrom, and may take any other action permitted to be taken upon the occurrence of an Event of Default hereunder as provided in Section 14.02 hereof. Lessee agrees to surrender possession of the Facilities peaceably and promptly to Lessor and to deliver the Equipment to Lessor, prepared by Lessee for shipment in accordance with Lessor's specifications and freight prepaid and insured to any location in the continental United States designated by Lessor; provided further, however, until the Equipment is actually delivered to Lessor, the risk of loss shall remain with Lessee.

Section 6.08. [Reserved].

Section 6.09. Fair Rental Value. The Rental Payments and Additional Rental shall be paid by Lessee in consideration of the right of possession of, and the continued quiet use and enjoyment of, the Facilities during each such period for which such rental is to be paid. Lessee has agreed and determined that such total rental represents the fair rental value of the Facilities during the Lease Term. In making such determination, consideration has been given to the costs of acquisition, construction, delivery, installation, leasing, and financing of the Facilities, other obligations of the parties under this Lease (including but not limited to costs of maintenance, taxes, and insurance), the uses and purposes which may be served by the Facilities, and the benefits therefrom which will accrue to Lessee and the general public.

Section 6.10. Additional Rental. Lessee shall pay to Lessor as additional rental (herein called the "Additional Rental") hereunder, in addition to the Rental Payments, such amounts in each year as shall be required by Lessor for the payment of any reasonable costs and expenses actually incurred by Lessor in connection with the execution, performance, or enforcement of this Lease, the ownership of the Facilities, the lease of the Facilities to Lessee, and the use of the Facilities, including but not limited to payment of all reasonable fees, costs, and expenses and all administrative costs actually incurred by Lessor in connection with the Facilities, fees and expenses of auditors and attorneys, insurance premiums not otherwise paid hereunder, and all other reasonably necessary administrative costs actually incurred by Lessor or charges required to be paid by it in order to comply with the terms of this Lease. Such Additional Rental shall be billed to Lessee by Lessor from time to time, together with a statement certifying that the amount so billed has been paid by Lessor for one or more of the items above described, or that such amount is then payable by Lessor for such items. Amounts so billed shall be due and payable by Lessee within thirty (30) days after receipt of the bill by Lessee.

Section 6.11. Annual Budgets. Commencing with Lessee's first fiscal year commencing after the Commencement Date, Lessee will furnish to Lessor copies of each annual budget of Lessee within ten (10) days after the filing of the adopted budget with the governing body of Lessee. The covenants on the part of Lessee 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 Lessee 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 Lessee to carry out and perform the agreements and covenants in this Lease agreed to be carried out and performed by Lessee.

Section 6.12. Application of Rental Payments. All Rental Payments received shall be applied first to the interest components of the Rental Payments due hereunder, then to the principal components of the Rental Payments due hereunder, and thereafter to all Additional Rental due hereunder, but no such application of any payments which are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

[End of Article VI]

ARTICLE VII

TITLE TO FACILITIES; SECURITY INTEREST

Section 7.01. **Title to the Facilities**. During the Lease Term, title to the Facilities and any and all additions, repairs, replacements, or modifications will be retained by Lessor, except for those modifications which are added to the Facilities by Lessee and which may be removed without damaging the Facilities. Lessee shall not have any right, title, or interest in the Facilities or in any additions, repairs, replacements, or modifications thereto except as expressly set forth in this Lease. Upon the occurrence of an Event of Default as set forth in Section 14.01, an Event of Nonappropriation as set forth in Section 6.06, or an Event of Nonrenewal as set forth in Section 4.02(a), Lessee will promptly surrender possession of the Facilities to Lessor, which Facilities shall be unencumbered, except for Permitted Encumbrances, and in the same condition as when received by Lessee, reasonable wear and tear resulting from authorized use excepted.

Section 7.02. **Warranty of Title**. Lessee warrants that (a) Lessor will acquire good and marketable fee simple title to the Premises, (b) Lessor will be the legal owner of all Equipment and the Buildings and will have good and merchantable title to the Equipment, and (c) the Facilities are and will be free from all Liens and adverse claims, other than Permitted Encumbrances.

Section 7.03. **Title Insurance**. Lessee shall, prior to the execution and delivery of each Lease Schedule, furnish title insurance in the form of an ALTA mortgagee's title binder or policy issued by a title insurance company acceptable to Lessor in the face amount of the original Lease Amount reflected in such Lease Schedule and shall furnish a copy of such binder or policy to Lessor. Lessee shall furnish within the time limit specified in any binder an original of a mortgagee's title policy issued by such title insurance company. The mortgagee's title policy shall insure that Lessor's mortgagee has a valid first mortgage lien on and first security title to the Premises described in the related Lease Schedule, subject only to Permitted Encumbrances. Such policy shall not contain the standard exceptions for discrepancies, encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matters which would be disclosed by an accurate survey and inspection of the related Premises, for mechanics' and materialmen's liens, or for rights or claims of parties in possession and easements or claims of easements not shown by the public records. Such policy shall contain the standard comprehensive lender's endorsement. Any Net Proceeds payable either to Lessee or Lessor under such policy shall be subject to the lien of the Security Deed and shall be paid to Lessor and applied as provided in Section 10.01 hereof.

Section 7.04. **Lessee's Covenants Regarding Title**. Lessee agrees to protect, preserve, and defend Lessor's interest in the Facilities and its title thereto, to appear and defend such interest and title in any action or proceeding affecting or purporting to affect the Facilities, the lien of the Security Deed thereon, or any of the rights of the mortgagee thereunder, and to pay on demand all costs and expenses incurred by Lessor in or in connection with any such action or proceeding, including reasonable attorneys' fees, whether any such action or proceeding progresses to judgment and whether brought by or against Lessor. Lessor shall be reimbursed for any such costs and expenses in accordance with the provisions of Section 9.04 hereof. If

Lessee does not take the action contemplated herein, Lessor may, but shall not be under any obligation to, appear or intervene in any such action or proceeding and retain counsel therein and defend the same or otherwise take such action therein as it may be advised and may settle or compromise the same and, in that behalf and for any of such purposes, may expend and advance such sums of money as it may deem necessary, and such sums shall be an advance payable in accordance with Section 9.04 of this Lease.

Section 7.05. Security Interest; Finance Lease. (a) Anything in Section 7.01 to the contrary notwithstanding, to secure the payment of all of Lessee's obligations under this Lease, Lessee grants to Lessor a security interest in any and all of Lessee's right, title, and interest in and to the Equipment and in all present and future additions, attachments, accessions, and substitutions thereto, and in any proceeds therefrom. Lessee agrees to execute such additional documents, including financing statements, fixture filings, continuation statements, affidavits, notices, and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

(b) The provisions of paragraph (a) are not intended, and shall not be construed, to be an admission by or agreement of the parties hereto that this Lease creates any relationship between the parties hereto other than lessor and lessee.

(c) Lessee acknowledges that it has received a copy of the contract by which Lessor has acquired or will acquire the Equipment, and Lessor and Lessee intend that this Lease and the lease transaction contemplated hereby, as to the Equipment, constitute a "finance lease" within the meaning of Article 2A of the Uniform Commercial Code as in effect from time to time in the State.

Section 7.06. Liens and Encumbrances to Title. Lessee shall promptly pay or satisfy and discharge any and all sums claimed by any person by, through, or under Lessee which, if unpaid, might become a Lien (other than a Permitted Encumbrance) upon the Facilities, but shall not be required to pay or discharge any such claim so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner and the nonpayment thereof does not, in the opinion of Lessor, adversely affect the property or rights of Lessor hereunder. Lessee will promptly remove and discharge any Lien upon the Facilities, other than a Permitted Encumbrance, which arises for any reason, including but not limited to, all liens which arise out of the use, ownership, possession, or leasing thereof, but not including any mortgage, charge, lien, security interest, or encumbrance created by or resulting from any act of Lessor. This covenant will not be deemed breached by reason of liens for taxes, assessments, or governmental charges or levies, in each case not due and delinquent, or undetermined or inchoate materialmen's, mechanic's, workmen's, repairmen's, or other like liens arising in the ordinary course of business and, in each case, not delinquent.

Section 7.07. Identification Marks; Agreement as to Nature and Location of Equipment. (a) Lessee will keep and maintain, plainly, distinctly, permanently, and conspicuously marked on each item of Equipment, the words, "This Equipment is being leased by (naming the full name of Lessor) to Peachtree City" or other appropriate words designated by Lessor, with appropriate changes thereof and additions thereto as from time to time may be required by law in order to protect the rights of Lessor under this Lease in such Equipment. Except as provided above, Lessee will not allow the name of any person to be placed on any item of Equipment as a designation that might be interpreted as a claim of ownership; provided, however, that Lessee may cause the Equipment to be lettered with the names or initials or other insignia customarily used by Lessee on equipment used by it of the same or similar type solely for convenience of identification.

(b) It is the intention and understanding of Lessor and Lessee that the Equipment shall be and at all times remain separately identifiable personal property, severable from the real estate on which it is located without damage thereto. Lessee shall not permit any item of Equipment to be installed in, or used, stored, or maintained with, any personal property (except other Equipment) in such manner or under such circumstances that any person might acquire any rights in such Equipment paramount to the rights of Lessor by reason of such Equipment being deemed to be a portion of such personal property; provided, however, that the use or maintenance in accordance with normal operating procedures of Lessee of any Equipment with any other similar equipment owned by or leased to Lessee shall not be a violation of the foregoing provisions of this sentence. Lessee shall not permit any item of Equipment to be installed in or used, stored, or maintained with, any real property in such a manner or under such circumstances that any person might acquire any rights in such Equipment paramount to the rights of Lessor by reason of such Equipment being deemed to be real property or a fixture thereon.

(c) The Equipment will not be removed from, or if the Equipment consists of mobile goods, its permanent base will not be changed from, the county containing the principal office of Lessee, without Lessor's prior written consent. Lessee covenants and agrees that it will furnish Lessor with notice of any change in its principal office within thirty (30) days of the effective date of any such change, and Lessee will promptly execute any financing statement deemed necessary by Lessor to prevent any filed financing statement from becoming misleading or losing its perfected status.

[End of Article VII]

ARTICLE VIII

ACQUISITION, CONSTRUCTION, AND INSTALLATION OF PROJECTS

Section 8.01. **Agreement to Acquire, Construct, and Install each Project.** (a) Lessor agrees to acquire, construct, and install each Project as owner of the Facilities, through the application of moneys to be disbursed from the Project Fund by the Escrow Agent. Prior to commencement of construction of any Project, Lessor shall designate an Architect. Prior to the commencement of construction of any Project, Lessor shall file with Lessor's assignee (1) an estimate of the costs thereof and the estimated schedule for the completion of each phase of such Project and for the payment of such costs, which estimates and schedules shall be approved by the Architect, and (2) copies of (A) the applicable Construction Contracts, (B) the Plans and Specifications, and (C) waivers of liens from any significant subcontractors to the extent required in the applicable Construction Contracts.

(b) Lessor covenants to cause each Project to be constructed without material deviation from the Plans and Specifications and the Construction Contracts and warrants that all real and personal property provided for therein will be necessary or appropriate in connection with each Project. Lessor agrees to complete the acquisition, construction, and installation of each Project as promptly as practicable and with all reasonable dispatch pursuant to the estimated time schedule delivered to Lessor's assignee pursuant to Section 8.01(a) hereof. Lessor shall issue or enter into all necessary purchase orders, work orders, and agreements needed to undertake and complete each Project. Lessor agrees to acquire the Equipment to be leased hereunder pursuant to the specifications of Lessee.

(c) Lessor further agrees that it will, at all times during the construction of each Project, maintain or cause the contractors to maintain in full force and effect Builder's Risk - Completed Value Form insurance insuring the Facilities related to such Project against fire, lightning, and all other risks covered by the extended coverage endorsement then in use in the State to the full insurable value of such Facilities. Such policy or policies of insurance shall name Lessor and its assignee as insureds, as their respective interests may appear. In addition, Lessor shall cause the contractors at all times during the construction of each Project to maintain general liability insurance in an amount not less than that required to be maintained by Lessee under Section 9.03 hereof, and Lessor shall cause the contractors to maintain workers' compensation insurance as required by law. Such insurance policy or policies shall contain a provision that such insurance may not be cancelled by the issuer thereof without at least thirty (30) days' advance written notice to Lessor and its assignee. All such policies or copies thereof or certificates that such insurance is in full force and effect shall be delivered to Lessor and its assignee at or prior to the commencement of construction of any Project. Lessor further agrees that the Construction Contracts shall require the contractors thereunder, at or prior to the commencement of construction of any Project, to deliver to Lessor's assignee on behalf of Lessor Surety Bonds. All Net Proceeds received under any Surety Bonds shall be paid over to the Escrow Agent and deposited into the related account of the Project Fund. Any amounts recovered by way of penalties or damages, whether liquidated or actual, for delays in completion by a contractor shall be deposited in the related account of the Project Fund.

(d) Lessee shall not permit any mechanics' or materialmen's or other liens to be perfected or remain against the Facilities for labor or materials furnished in connection with the construction of any Project, provided that it shall not constitute an Event of Default hereunder if such a lien is filed if Lessee notifies Lessor of the existence of such lien and if Lessee in good faith promptly contests such lien in accordance with the provisions of Section 9.06 of this Lease.

(e) Lessor may in its discretion make changes to any Project, to any Construction Contract, or to any estimate, schedule, or Plans and Specifications therefor, including any change orders under any Construction Contract; provided that prior to any such change becoming effective such change must be: (i) in writing, (ii) approved by the Architect, which approval shall include a statement that all approvals of any Regulatory Body required in connection with the change, if any, have been obtained, (iii) approved by Lessee, and (iv) approved in writing by Lessor's assignee. No changes causing costs to increase under any Construction Contract shall be made unless there shall have previously been filed with Lessor's assignee satisfactory evidence of coverage of the increase in the price under the related Surety Bond and a certificate of Lessee, approved by the Architect, that the total cost of the Project including the change can be paid from moneys available in the Project Fund (including, if necessary, additional deposits to the Project Fund by Lessor).

(f) Prior to the Completion Date with respect to any Project, Lessor shall prepare and deliver to its assignee a monthly status or progress report with respect to such Project, setting forth such information as shall reasonably inform Lessor's assignee of the status of the acquisition, construction, and installation of such Project, including, without limitation, the then total estimated cost of construction as measured against the original budget therefor, which report shall be approved by the Architect.

Section 8.02. Establishment of Completion Date. The Completion Date shall be evidenced to the Escrow Agent and Lessor's assignee 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 Lessor and approved by the applicable Architect stating that, except for amounts retained by the Escrow Agent for costs of the Project not then due and payable, (i) construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for, (ii) all other facilities necessary in connection with the construction 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, (iii) according to the "as built" survey of the related Premises or a certificate of the surveyor, the Buildings and improvements comprising the Project do not encroach on any other property or violate any setback or sideline requirements applicable to the related Premises, and (iv) a certificate of occupancy for the Buildings comprising the Project has 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 which exist at the date of such certificate or which may subsequently come into being. The applicable Architect shall certify the matters covered by clauses (i) and (ii) above. It shall be the duty of Lessor to cause the certificate contemplated by this Section to be furnished as soon as the construction of each Project shall have been substantially completed.

Section 8.03. **Enforcement of Construction Contracts and Remedies Against Contractors and Subcontractors and Their Sureties and Against Vendors.** Lessor shall enforce each Construction Contract diligently and shall not do or refrain from doing any act whereby the surety on any related Surety Bond may be released in whole or in part from any obligation assumed by such surety or from any agreement to be performed by such surety. In the event of any default on the part of any general contractor, Architect, or other contractor or any subcontractor, equipment manufacturer or dealer, or supplier under any contract made by it in connection with any Project or in the event of a breach of warranty with respect to any materials, workmanship, Equipment, or performance guaranty, Lessor will notify its assignee and will proceed, either separately or in conjunction with others, to pursue such remedies against the Architect, any general contractor, contractor, subcontractor, equipment manufacturer or dealer, or supplier so in default and against each surety on any related Surety Bond for the performance of such contract as it may deem advisable. Lessor shall advise its assignee of the steps it intends to take in connection with any such default.

Lessor 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. All amounts recovered by way of penalties, damages, whether liquidated or actual, refunds, adjustments, or otherwise in connection with the foregoing, less any unreimbursed legal expenses incurred to collect the same, shall be paid into the related account of the Project Fund.

Lessor 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.

Section 8.04. **Governmental Approvals.** Lessor covenants that it will obtain in due course all necessary approvals, permits, and licenses from any and all Regulatory Bodies requisite to the acquisition, construction, and installation of each Project. Lessor shall not do or permit others under its control to do any work related to any Project unless Lessor shall have first procured and paid for all requisite municipal and other governmental permits and authorizations. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning, and other laws, ordinances, governmental regulations, and requirements and in accordance with the Insurance Requirements.

Section 8.05. **Lessee as Agent of Lessor.** Lessor hereby authorizes Lessee to, on its behalf, acquire, construct, and install each Project. Lessee agrees that it will exercise the foregoing authorizations given to it by Lessor pursuant to the terms of the Agency Agreement and will cause Lessor to comply with the terms of this Article VIII. Lessee hereby agrees that in order to effectuate the purposes of this Lease it will make, execute, acknowledge, and transmit any and all contracts, orders, receipts, writings, and instructions with any other Persons and in general do all things which may be necessary or proper, all for the acquisition, construction, and installation of each Project, on behalf of Lessor as owner of the Facilities.

Section 8.06. Deposits with Escrow Agent. From the proceeds of the sale of Lessor's interest in this Lease to the Purchaser and from no other source of funds, Lessor shall make the deposits with the Escrow Agent specified in each Lease Schedule, to be held, invested, and disbursed to pay the costs of acquiring, constructing, and installing each Project as provided in the Escrow Agreement.

[End of Article VIII]

ARTICLE IX

MAINTENANCE; MODIFICATIONS; TAXES, INSURANCE, AND OTHER CHARGES

Section 9.01. <u>Maintenance of Facilities by Lessee</u>. Lessee agrees that during the Lease Term it shall at its own cost and expense (i) keep the Facilities in as reasonably safe condition as its operations shall permit, (ii) keep the Equipment and the Buildings and all other improvements forming a part of the Facilities in good repair and in good operating condition, making from time to time all necessary and proper repairs thereto and renewals and replacements thereof, including external and structural repairs, renewals, and replacements, and (iii) use the Equipment in the regular course of its business only, within the normal capacity of the Equipment, without abuse, and in a manner contemplated by the manufacturer thereof, and cause the Equipment to be maintained in accordance with the manufacturer's then currently published standard maintenance contract and recommendations. If required by Lessor, Lessee shall enter into, or cause to be entered into, and maintain in full force and effect during the Lease Term, with the Vendor of any Equipment or another qualified service maintenance organization, a maintenance contract, which shall require such full and timely maintenance of any Equipment as is necessary in order to ensure Lessee with the uninterrupted use of such Equipment during the Lease Term. Lessor and Lessee agree that Lessee shall be deemed to be a third party beneficiary to any equipment purchase contract and shall enjoy the exclusive right to assert any rights of Lessor thereunder and to be the beneficiary of such equipment purchase contract provisions, specifically including but not limited to all penalty and performance guarantee provisions and all warranties and maintenance provisions.

Section 9.02. <u>Taxes, Other Governmental Charges, and Utility Charges</u>. The parties to this Lease contemplate that the Facilities will be used for a governmental purpose of Lessee and, therefore, that the Facilities will be exempt from all taxes presently assessed and levied with respect to real and personal property. In the event that the use, possession, or acquisition of the Facilities is found to be subject to taxation in any form (except for income taxes, if any, of Lessor), Lessee will pay during the Lease Term, as the same respectively become due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Facilities, as well as all gas, water, steam, electricity, heat, power, telephone, utility, and other charges incurred in the operation, maintenance, use, occupancy, and upkeep of the Facilities and all assessments and charges lawfully made by any governmental body for public improvements that may be secured by a Lien on the Facilities; provided that, with respect to any governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as have accrued during the time this Lease is in effect.

If Lessee shall first notify Lessor of its intention so to do, Lessee may, at its own expense and in its own name and behalf or in the name and behalf of Lessor and in good faith, contest any such taxes, assessments, and other charges in accordance with the provisions of Section 9.06 of this Lease and, in the event of any such contest, may permit the taxes, assessments, or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom.

Section 9.03. Provisions Regarding Insurance. At its own expense Lessee shall cause casualty, public liability, and property damage insurance to be carried and maintained in the amounts and for the coverages set forth on Exhibit B, or shall demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, with respect to the Facilities, sufficient to protect the Full Insurable Value (as that term is hereinafter defined) of the Facilities, and to protect Lessor from liability in all events. All insurance proceeds from casualty losses shall be payable as hereinafter provided in this Lease. Alternatively, Lessee may insure the Facilities under a blanket insurance policy or policies which cover not only the Facilities but other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Facilities by means of an insurance fund deemed by Lessor to be adequate.

Lessee shall carry workers' compensation insurance covering all employees working on, in, near, or about the Facilities, or demonstrate to the satisfaction of Lessor that adequate self-insurance is provided, and shall require any other person or entity working on, in, near, or about the Facilities to carry such coverage.

All insurance required by this Section 9.03 shall be taken out and maintained in generally recognized responsible insurance companies qualified to write such policies in the State, selected by Lessee and subject to the approval of Lessor, which approval shall not be unreasonably withheld. All policies evidencing such insurance shall be subject to the approval of Lessor, which approval shall not be unreasonably withheld. Any insurance policy issued specifically for the Facilities pursuant to this Section 9.03 shall be so written or endorsed as to make losses, if any, payable to Lessor and Lessee as their respective interests may appear under this Lease and shall contain a provision to the effect that the insurance company shall not cancel the policy or modify it materially and adversely to the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification. The casualty insurance policies required shall name Lessor's mortgagee as mortgagee and loss payee under the Standard New York Mortgage Endorsement providing that no act or omission by the named insured shall in any way prejudice the rights of Lessor's mortgagee under such policies. All claims regardless of amount may be adjusted by Lessee with the insurers, subject to prior written approval of Lessor as to any settlement of any claim in excess of $25,000, which approval shall not be unreasonably withheld. A certificate or certificates of the insurers that such insurance is in force and effect shall be deposited with Lessor, and prior to the expiration of any such policy Lessee shall furnish Lessor with evidence reasonably satisfactory to Lessor that the policy has been renewed or replaced or is no longer required by this Lease.

The Net Proceeds of the casualty insurance required by this Section 9.03 shall be applied as provided in Section 10.01 hereof. The Net Proceeds of the public liability, property damage, and workers' compensation insurance required by this Section 9.03 shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

Lessee shall annually deliver to Lessor a certificate executed by an authorized officer of Lessee or by an insurance consultant acceptable to Lessor, (i) describing Lessee's self-insurance reserves, commercial catastrophe insurance, and personal liability insurance, if any, with respect to the Facilities and (ii) stating that the levels of such reserves and insurance are reasonable and adequate.

Lessee shall comply or cause compliance with all Insurance Requirements before the expiration of any applicable extension or grace period and shall not bring or knowingly keep or permit to be brought or kept any article upon the Facilities or knowingly cause or permit any condition to exist thereon which would be prohibited by any Insurance Requirement, or would invalidate insurance coverage required hereunder to be maintained by Lessee on or with respect to any part of the Facilities.

The term "Full Insurable Value" as used herein shall mean the full replacement value of the Facilities, but in no event less than the then applicable Lease Amount minus the balance then held in the Project Fund.

Section 9.04. Advances. In the event Lessee shall fail to maintain the full insurance coverage required by this Lease or shall fail to pay the taxes and other charges required to be paid by this Lease or shall fail to keep the Facilities in good repair and operating condition, Lessor may (but shall be under no obligation to) purchase the required policies of insurance and pay the premiums on the same or pay the taxes or other charges or may make such repairs or replacements as are necessary and provide for payment thereof; and all amounts so advanced therefor by Lessor shall become Additional Rental for the then current Original Term or Renewal Term, which amounts, together with interest thereon at a per annum rate equal to the Prime Rate plus two percent, Lessee agrees to pay on demand.

Section 9.05. Modifications. (a) Lessee may, at its own expense, from time to time make any Additions or Alterations it may deem desirable for its governmental purposes that do not, in the opinion of an Architect filed with Lessor, adversely affect the operation or value of the Facilities. Subject to the provisions of Section 13.07 hereof, Additions or Alterations so made by Lessee shall be on the Premises, shall become a part of the Facilities, and shall become subject to the demise of this Lease and the lien of the Security Deed.

(b) Without the prior written consent of Lessor, Lessee shall not make any material alterations, modifications, or attachments to the Equipment that cannot be removed without materially damaging the functional capabilities or economic value of the Equipment. Upon return of the Equipment to Lessor and at the request of Lessor, Lessee, at its sole cost and expense, will remove all alterations, additions, and attachments and repair the Equipment as necessary to return the Equipment to the condition in which it was furnished, ordinary wear and tear and permitted modifications excepted.

(c) Notwithstanding the provisions of paragraph (b) of this Section, Lessee shall be permitted to substitute for parts, elements, portions, or all of the Equipment, other parts, elements, portions, equipment, or facilities that are of equal or greater value and utility. Any such substitution, other than substitutions made pursuant to Lessee's obligations to make repairs under Section 9.01 hereof, shall occur only after prior written notice thereof is provided to Lessor. Any and all additions to or replacements of the Equipment and all parts thereof shall constitute accessions to the Equipment and shall be subject to all the terms and conditions of this Lease and included in the term "Equipment" as used in this Lease. Lessee agrees to provide such documents or assurances as Lessor may reasonably request to maintain or confirm Lessor's interest in the Equipment as so modified.

Section 9.06. **<u>Contest of Liens</u>.** In the event Lessee in good faith contests Liens pursuant to Sections 8.01 or 9.02 of this Lease, Lessee may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, provided Lessee shall furnish Lessor with an opinion of Independent counsel stating that by nonpayment of such items the lien and security interest of the Security Deed and this Lease as to any material part of the Facilities will not be materially and imminently endangered and neither the Facilities nor any material part thereof will be subject to imminent loss or forfeiture. If Lessee is unable or otherwise fails to obtain such an opinion of Independent counsel, Lessee shall promptly cause to be satisfied and discharged all such unpaid items by payment thereof, by causing the lien to be transferred from the Facilities to other security as permitted by State law, or by payment of the amount so contested into a reserve held by Lessor. Such reserve may be used by Lessor to satisfy the items if action is taken to enforce the lien and such action is not stayed. Such reserve will be returned to Lessee if the items are successfully contested. In the event Lessee shall fail to pay any of the foregoing items required by this Section to be paid by Lessee, Lessor may (but shall be under no obligation to) pay the same, and any amounts so advanced therefor by Lessor shall become an advance repayable in accordance with Section 9.04 of this Lease. Lessor shall, at the expense of Lessee, cooperate fully with Lessee in any such contest.

[End of Article IX]

ARTICLE X

DAMAGE, DESTRUCTION, AND CONDEMNATION; USE OF NET PROCEEDS

Section 10.01. **Damage, Destruction, and Condemnation.** Unless Lessee shall have exercised its option to purchase the Facilities by making payment of the Purchase Price as provided in Section 10.02 hereof, if prior to the termination of the Lease Term (a) the Facilities or any portion thereof are destroyed (in whole or in part) or are damaged by fire or other casualty or (b) title to the Facilities or any part thereof shall fail or title to, or the temporary use of, the Facilities or any part thereof or the estate of Lessee or Lessor in the Facilities or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm, or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt repair, restoration, modification, or replacement of the Facilities. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

Section 10.02. **Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification, or replacement referred to in Section 10.01, Lessee shall either (a) complete the work and pay any cost in excess of the amount of the Net Proceeds, and Lessee agrees that, if by reason of any such insufficiency of the Net Proceeds, Lessee shall make any payments pursuant to the provisions of this Section 10.02, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article VI hereof, or (b) pay to Lessor the amount of the then applicable aggregate Purchase Price, and, upon such payment, the Lease Term shall terminate and title to all of the Facilities shall be conveyed by Lessor to Lessee as provided in Article XII of this Lease. The amount of the Net Proceeds in excess of the then applicable aggregate Purchase Price, if any, may be retained by Lessee.

[End of Article X]

ARTICLE XI

TAX COVENANTS; EVENT OF TAXABILITY

Section 11.01. **General**. (a) Lessor and Lessee agree that it is their intention that, for federal income tax purposes, the interest of Lessor in the Facilities is as a secured party and the interest of Lessee is as a debtor, and that Lessor neither has nor will have any equity in the Facilities. It is the agreement of Lessor and Lessee that the aggregate Rental Payments provided for hereunder constitute the purchase price of the Facilities together with the interest on the unamortized amount thereof over the term of this Lease, that each installment of Rental Payment constitutes principal and interest, in accordance with Section 6.03 hereof, which fully amortizes the purchase price of the Facilities, together with interest, over the term of this Lease, and that upon the due and punctual payment and performance of the installments of Rental Payment and other amounts and obligations under this Lease, title to the Facilities will vest permanently in Lessee as provided in this Lease, free and clear of any lien or security interest of Lessor therein. It is the intention of the parties hereto that this Lease not constitute a "true" lease for federal income tax purposes and, therefore, it is the intention of the parties hereto that Lessee be considered the owner of the Facilities for federal income tax purposes, but not for Georgia law purposes relating to title and other matters as herein provided.

(b) It is the intention of Lessee and Lessor that the interest component of the Rental Payments received by Lessor be and remain excluded from gross income for federal income tax purposes. Lessee covenants that it will take (or refrain from taking, where appropriate) any and all action necessary to maintain the exclusion from gross income for federal income tax purposes of the interest component of the Rental Payments, and that it will not perform any act (or neglect to take any action) or enter into any agreement or use or permit the use of the Facilities or any portion thereof in a manner that shall have the effect of adversely affecting the exclusion from gross income for federal income tax purposes of the interest component of the Rental Payments, including (without limitation) subleasing all or any portion of the Facilities or contracting to a third party for the use or operation of all or any portion of the Facilities if entering into such sublease or contract would have such effect.

Section 11.02. **Arbitrage.** On the date of delivery of each Lease Schedule, Lessee, if required by the Code, shall execute and deliver to Lessor a certificate (such certificate, as it may be amended and supplemented from time to time in accordance with this Section, being referred to herein as a "Section 148 Certificate") that complies with the requirements of Section 148 of the Code. Lessee shall set forth in each Section 148 Certificate its reasonable expectations as to relevant facts, estimates, and circumstances relating to the use of the proceeds of the lease obligation contemplated by each Lease Schedule, or of any moneys, securities, or other obligations that may be deemed to be proceeds of the lease obligation contemplated by each Lease Schedule within the meaning of Section 148 of the Code. Lessee covenants that (i) the facts, estimates, and circumstances set forth in each Section 148 Certificate will be based on Lessee's reasonable expectations on the date of delivery of such certificate and will be, to the best knowledge of the officials of Lessee executing such certificate, true, correct, and complete as of that date, and (ii) such officials will make reasonable inquiries to ensure such truth, correctness, and completeness.

Lessee further covenants that it will not make, or (to the extent it exercises control or direction) permit any other person to make, any use of the proceeds of the lease obligation contemplated by each Lease Schedule that would cause the lease obligation contemplated by each Lease Schedule to be an "arbitrage bond" within the meaning of Section 148 of the Code.

Section 11.03. Modification in Rental Payments. In the event the interest portion of the Rental Payments set forth on any Lease Schedule becomes included in gross income for federal income tax purposes, each remaining Rental Payment set forth on such Lease Schedule shall be increased by an amount equal to the difference between (i) interest on the unpaid Lease Amount, as shown on such Lease Schedule, in effect after the last prior Rental Payment, computed at the rate of the Prime Rate plus two percent, and (ii) the interest component of such Rental Payment payable under the terms in effect on the date of delivery of such Lease Schedule. If the interest portion of such Rental Payments becomes included in gross income for federal income tax purposes, effective before the date of the last prior Rental Payment, Lessee shall be obligated to pay to Lessor, as a current indemnity expense and not as a Rental Payment, an amount equal to the difference between (x) the amount of interest that would have been paid from the effective date of the inclusion of the interest portion of the Rental Payments in gross income for federal income tax purposes through the date of the last prior Rental Payment if such interest had been calculated at a rate equal to the Prime Rate plus two percent, and (y) the actual amount of interest paid, plus any interest, penalties, and other similar charges payable by the Purchaser to the Internal Revenue Service as a result of the interest portion of the Rental Payments becoming includable in gross income for federal income tax purposes.

[End of Article XI]

ARTICLE XII

OPTION TO PURCHASE

Section 12.01. <u>Purchase Rights</u>. At the option of Lessee, Lessee shall be entitled to purchase all (but not part) of the Facilities described on any Lease Schedule, and Lessor's estate in such Facilities will be transferred, conveyed, and assigned to Lessee and this Lease shall terminate as to such Facilities:

(a) at the end of the Lease Term (including Renewal Terms), upon payment in full of all Rental Payments due hereunder in accordance with the applicable Lease Schedule and the payment of One Dollar by Lessee to Lessor; or

(b) upon payment by Lessee of the then applicable Purchase Price for such Facilities to Lessor pursuant to Section 10.02 hereof; or

(c) upon written notice delivered at least 30 days in advance of a proposed date for payment, and upon the payment by Lessee on such date of the then applicable Purchase Price for such Facilities.

Section 12.02. <u>Partial Prepayments</u>. Lessee may make partial prepayments of the Prepayment Option Price payable with the last prior Rental Payment reflected on any Lease Schedule, and Lessor shall provide to Lessee a revised Lease Schedule or Schedules, consistent with the financing structure contemplated herein, to reflect such partial prepayment. If appropriate, in Lessor's judgment, partial prepayments may entitle Lessee to a conveyance of portions of the Facilities.

Section 12.03. <u>Consummation of Purchase</u>. Lessor's title to and interest in the Facilities being purchased will be transferred, conveyed, and assigned to Lessee in conjunction with the receipt of the amounts specified in Section 12.01, unless an Event of Default, an Event of Nonappropriation, or an Event of Nonrenewal shall have occurred and be continuing as of such date. The date of such transfer, conveyance, and assignment may at the discretion of Lessor be extended for such additional period as Lessor's counsel determines to be necessary to reflect the impact of insolvency-related laws. On such date, Lessor shall deliver to Lessee such deeds, lease terminations, bills of sale, and other documents and instruments as Lessee shall reasonably require to evidence the transfer of all right, title, and interest of Lessor in the Facilities being purchased to Lessee free and clear of all Liens created by or arising, directly or indirectly, through Lessor, except for Permitted Encumbrances. Any such transfer of the Facilities by Lessor to Lessee shall be on an "AS IS" and "WHERE IS" basis and without any representation or warranty by Lessor.

[End of Article XII]

ARTICLE XIII

ASSIGNMENT, SUBLEASING, INDEMNIFICATION, ENCUMBERING, AND SELLING

Section 13.01. **Assignment or Sale by Lessor.** (a) This Lease, and the obligations of Lessee to make payments hereunder, may be sold, assigned, reassigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by Lessor, at any time subsequent to its execution without the necessity of obtaining the consent of Lessee. Each such assignee shall have all of the rights and remedies but none of the obligations or liabilities of Lessor under this Lease. Upon any sale, disposition, assignment, or reassignment of any of Lessor's right, title, or interest in this Lease or the Facilities, Lessee shall be provided with a duplicate original counterpart of the document by which the sale, disposition, assignment, or reassignment is made, disclosing the name and address of each such successor, grantor, holder, assignee, or subassignee; provided, however, that if such assignment is made to a bank or trust company as trustee or paying or escrow agent for holders of any interests in this Lease, it shall be sufficient that a copy of the agency or trust agreement shall have been deposited with Lessee until Lessee shall have been advised in writing that such agency or trust agreement is no longer in effect. During the term of this Lease, Lessee shall keep a complete and accurate register of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Upon receipt of the document evidencing the assignment, as provided for in paragraph (a) above, Lessee agrees to make all payments to the assignee designated in the assignment, notwithstanding any claim, defense, setoff, or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor, any contractor, any Vendor, or any assignee. Lessee agrees to execute all documents, including notices of assignment or financing statements, which may be reasonably requested by Lessor or its assignee to protect their interests in the Facilities and in this Lease. Upon any such assignment, all appointments, designations, representations, warranties, covenants, assurances, remedies, title, interest, privileges, directions, permits, licenses, and rights of every kind whatsoever herein conferred upon Lessor shall be deemed to be conferred also upon the assignee, as if the assignee, rather than Lessor, had originally entered into this Lease. Lessee agrees that the assignments made of this Lease shall not subject the assignee to or transfer or pass or in any way affect or modify any obligation of Lessor under this Lease, it being understood and agreed that all such obligations of Lessor shall be and remain enforceable only against Lessor.

(c) Immediately following the execution and delivery of this Lease, Lessor shall execute and deliver the Assignment. Lessee hereby acknowledges receipt of the Assignment for purposes of Section 13.01(a) hereof. Lessee hereby assents to the assignment and conveyance made in the Assignment and hereby agrees that its obligations to make all payments under this Lease shall be absolute and unconditional, except as expressly provided in this Lease, 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 Lessor of any obligation to Lessee, whether hereunder or otherwise, or arising out of any indebtedness or liability at any time owing to Lessee by Lessor. Lessee further agrees that all payments required to be made under this Lease shall be paid directly to the Purchaser for the account of Lessor. The Purchaser shall have all rights and remedies herein accorded to Lessor, and any reference herein to Lessor shall be deemed, with the necessary changes in detail, to include the Purchaser, and the Purchaser is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of Lessee herein contained.

(d) Lessee agrees that, in connection with any sale or assignment of this Lease, Lessee will deliver to any assignee or purchaser from Lessor a certificate as to the status of this Lease in accordance with Section 16.08 and will deliver such financial information as may be reasonably requested and is generally available, as to Lessee and its operations, including financial statements and similar information.

(e) Lessee hereby agrees that Lessor may sell or offer to sell this Lease (i) through a certificate of participation program on Lessee's behalf, whereby two or more interests are created on Lessee's behalf in this Lease, the Facilities, or the Rental Payments, (ii) with other similar instruments, agreements, and obligations through a pool, trust, limited partnership, or other entity, or (iii) to members of the general public, and that in connection with such sales, Lessee agrees to provide such information as is generally provided in sales of municipal securities to the general public and to participate in the preparation and delivery of an official statement. Lessee agrees that it will be directly obligated to any owners of such certificates of participation or other similar interests and that such owners may directly enforce the obligations of Lessee under this Lease.

Section 13.02. <u>No Sale, Assignment, or Subleasing by Lessee</u>. This Lease and the interest of Lessee in the Facilities may not be sold, assigned, subleased, pledged, or encumbered by Lessee without the prior written consent of Lessor.

Section 13.03. <u>Release and Indemnification Covenants</u>. To the extent permitted by the laws and Constitution of the State, Lessee shall protect, hold harmless, and indemnify Lessor and its assignees 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 of this Lease, the ownership of any component of the Facilities, the ordering, acquisition, construction, installation, use, operation, condition, purchase, delivery, rejection, storage, or return of any component of the Facilities or any accident in connection with the construction, installation, operation, use, condition, possession, storage, or return of any component of the Facilities resulting in damage to property or injury to or death of any person. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under this Lease and shall survive the termination of the Lease Term for any reason.

Section 13.04. <u>Release of Certain Land and Subordination</u>. In addition to the rights granted by Section 13.08 hereof, the parties hereto reserve the right at any time and from time to time to amend this Lease for the purpose of effecting the release and removal from this Lease and the leasehold estate created hereby of any part (or interest in such part) of the Premises with respect to which Lessor, on the request of Lessee, proposes to convey fee title to a public utility or public body in order that utility services or public services may be provided to the Facilities, or for the purpose of effecting the subordination of the lien of the Security Deed to rights granted to a public utility or public body in order that utility services or public services may be provided to the Facilities; provided that Lessee shall deposit with Lessor the following:

(a) an adequate legal description of that portion (together with the interest in such portion) of the Premises to be released or subordinated,

(b) a resolution of the governing body of Lessee approving such amendment and a certificate of Lessee stating the purpose for which Lessee desires the release or subordination and to the effect that Lessee is not in default under any of the provisions of this Lease and that neither the Buildings nor any other improvements are located on any portion of the Premises with respect to which the release or subordination is to be granted, accompanied by a plat of survey of the Premises certified by a registered surveyor of the State depicting (i) the boundaries of the portion of the Premises with respect to which the release or subordination is to be granted, (ii) all improvements located on the property surveyed and the relation of the improvements by distances to the boundaries of the portion of such property with respect to which the release or subordination is to be granted, and (iii) all easements and rights of way with recording data and instruments establishing the same,

(c) a copy of the instrument conveying the title to or subordinating the lien of the Security Deed in favor of a public utility or public body, and

(d) a certificate of an Architect, dated not more than sixty (60) days prior to the date of the release or subordination and stating that, in the opinion of the person signing such certificate, (i) the portion of the Premises so proposed to be released or with respect to which the subordination is proposed is necessary or desirable in order to obtain utility services or public services to benefit the Facilities and (ii) the release or subordination so proposed to be made will not impair the usefulness of the Facilities and will not destroy the means of ingress thereto and egress therefrom.

If such release or subordination relates to a part of the Premises on which transportation or utility facilities are located, Lessor shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Facilities. Any money consideration received in connection with the release of any portion of the Premises or the subordination of the lien of the Security Deed pursuant to this Section 13.04 shall be applied by Lessee to make a partial prepayment of the Prepayment Option Price pursuant to Section 12.02.

No release or conveyance effected under the provisions of this Section shall entitle Lessee to any abatement or diminution of the rents payable under this Lease.

Section 13.05. Granting of Easements. If no Event of Default, Event of Nonrenewal, or Event of Nonappropriation under this Lease shall then be continuing, Lessor, at the request of Lessee, may at any time or times grant easements, licenses, rights of way (including the dedication of public highways), and other rights or privileges in the nature of easements with respect to any property included in the Facilities, free from this Lease and the lien of the Security Deed, or Lessor, at the request of Lessee, may release existing easements, licenses, rights of way, and other rights or privileges with or without consideration, and Lessor agrees that it shall execute and deliver and will cause and direct its mortgagee to execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right of way, or other right or privilege upon receipt of (i) a copy of the instrument of grant or release, (ii) a written application signed by Lessee requesting such instrument, and (iii) a certificate executed by Lessee stating that such grant or release will not impair the effective use or interfere with the operation of the Facilities and will not weaken, diminish, or impair the security intended to be given by or under the Security Deed. Any money consideration received in connection with the granting or release of an easement pursuant to this Section 13.05 shall be applied by Lessee to make a partial prepayment of the Prepayment Option Price pursuant to Section 12.02. Any other consideration received shall be subject to the lien of the Security Deed. No grant or release effected under the provisions of this Section shall entitle Lessee to any abatement or diminution of the rents payable under this Lease.

Section 13.06. Use of Party Walls. If Lessee purchases any unimproved part of or interest in the Premises, pursuant to the provisions of Section 13.08 of this Lease, or otherwise acquires or leases other real property adjacent to the Premises, Lessee and Lessor agree that all walls presently standing or hereafter erected by Lessor or Lessee as a part of the Facilities on or contiguous to the boundary line of the portion of or interest in the Premises or other real property so purchased, acquired, or leased shall be party walls, and each party grants the other a 10-foot easement adjacent to any such party wall for the purpose of inspection, maintenance, repair, and replacement thereof and the tying-in of new construction. If Lessee utilizes any party wall for the purpose of tying in new construction that will be utilized under common control with the Facilities, Lessee may also tie into the utility facilities on the Premises for the purpose of serving the new construction and may remove any non-loadbearing wall panels in the party wall; provided, however, that if the property so owned, purchased, acquired, or leased by Lessee ceases to be operated under common control with the Facilities, Lessee covenants that it shall install non-loadbearing wall panels similar in quality to those that have been removed and shall provide separate utility services for the new construction.

Section 13.07. Installation of Lessee's Own Machinery and Equipment. Lessee may from time to time, in its sole discretion and at its own expense, install machinery, equipment, furnishings, and other personal property in the Buildings or on the Premises which may be attached or affixed to the Buildings or the Premises. All such machinery, equipment, furnishings, and other personal property shall remain the sole property of Lessee, and Lessee may remove the same from the Buildings or the Premises at any time, in its sole discretion and at its own expense; provided, that any damage to the Facilities resulting from any such removal shall be repaired by Lessee at the expense of Lessee. Lessee may create any Lien on any such machinery, equipment, furnishings, and other personal property, provided that the same will not diminish or impair the lien of the Security Deed. Lessor shall not have any interest in or landlord's lien on any such machinery, equipment, furnishings, or personal property so installed pursuant to this Section, and all such machinery, equipment, furnishings, and personal property shall be and remain identified as the property of Lessee by appropriate tags or other markings.

Section 13.08. <u>Option to Purchase Unimproved Land</u>. If no Event of Default, Event of Nonrenewal, or Event of Nonappropriation under this Lease shall have happened and then be continuing, Lessee shall have, and is hereby granted, the option to purchase any part of the Premises on which neither the Buildings nor any of the Equipment is situated (although transportation or utility facilities may be located thereon), at any time and from time to time, at and for a purchase price determined by an independent appraiser who is a member of the American Institute of Real Estate Appraisers selected by Lessee and approved by Lessor, provided that Lessee furnishes Lessor with the following:

(a) a notice in writing containing (i) an adequate legal description of that portion of the Premises with respect to which such option is to be exercised, and (ii) a statement that Lessee intends to exercise its option to purchase such portion of the Premises on a date stated, which shall not be less than forty-five (45) days nor more than one hundred twenty (120) days from the date of such notice,

(b) a certificate of an Architect who is acceptable to Lessor, dated not more than ninety (90) days prior to the date of the purchase, stating that in the opinion of the person signing such certificate (i) the portion of the Premises with respect to which the option is exercised is not needed for the operation of the Facilities and (ii) the purchase will not impair the usefulness of the Facilities and will not destroy the means of ingress thereto and egress therefrom,

(c) a certificate of an independent appraiser acceptable to Lessor, dated not more than ninety (90) days prior to the date of the purchase, stating that release from the lien of the Security Deed of that portion of the Premises with respect to which the option is to be exercised will not materially impair the value of the Facilities,

(d) a certificate of Lessee to the effect that neither the Buildings nor the Equipment are located on the portion of the Premises with respect to which the option is to be exercised, accompanied by a plat of survey of the Premises certified by a registered surveyor of the State, depicting (i) the boundaries of the portion of the Premises with respect to which the option is to be exercised, (ii) all improvements located on the property surveyed and the relation of the improvements by distances to the boundaries of the portion of such property with respect to which the option is to be exercised, and (iii) all easements and rights of way with recording data and instruments establishing the same, and

(e) an amount of money equal to the purchase price computed as provided in this Section.

Lessor agrees that upon receipt of the notice, certificates, and money required in this Section to be furnished to it by Lessee, Lessor will promptly apply such money as a partial prepayment of the Prepayment Option Price pursuant to Section 12.02 and secure from its mortgagee a release from the lien of the Security Deed regarding such portion of the Premises with respect to which Lessee shall have exercised the option granted to it in this Section. In the event Lessee shall exercise the option granted to it under this Section, Lessee shall not be entitled to an abatement or diminution of the rents payable under this Lease, and if such option relates to Premises on which transportation or utility facilities are located, Lessor shall retain an easement to use such transportation or utility facilities to the extent necessary for the efficient operation of the Facilities. Lessee hereby covenants that it will not construct or permit to be constructed on any such unimproved land any facility that could be substituted for the Facilities.

[End of Article XIII]

ARTICLE XIV

EVENTS OF DEFAULT AND REMEDIES

Section 14.01. Events of Default. The following constitute "Events of Default" under this Lease:

(a) failure by Lessee to pay any Rental Payment or other payment required to be paid hereunder at the times specified herein; or

(b) failure by Lessee to (i) maintain insurance on the Facilities in accordance with Section 9.03 hereof or (ii) surrender any Facilities in accordance with Section 6.07 hereof; or

(c) Lessee's breach in any material respect of any representation or warranty contained in this Lease or failure by Lessee to observe and perform any other covenant, condition, or agreement on its part to be observed or performed, other than as referred to in clauses (a) or (b) of this Section 14.01, for a period of 30 days after written notice is given to Lessee by Lessor, specifying such breach or failure and requesting that it be remedied; provided, however, that if the breach or failure stated in such notice 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 Lessor, to be determined conclusively by Lessor, it shall not constitute an Event of Default if corrective action is instituted by Lessee within the applicable period and diligently pursued until the breach or failure is corrected in accordance with and subject to any directions or limitations of time established by Lessor; or

(d) initiation by or against Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning its indebtedness.

The foregoing provisions of this Section 14.01 are subject to the provisions of Section 6.06 hereof with respect to nonappropriation.

Section 14.02. Remedies On Default. Whenever any Event of Default shall have occurred and be continuing, Lessor shall have the right, at its sole option without any further demand or notice, to take any one or any combination of the following remedial steps:

(a) With or without terminating this Lease, retake possession of the Facilities wherever situated, without any court order or other process of law and without liability for entering the premises, and lease, sublease, or make other disposition of the Facilities for use over a term in a commercially reasonable manner, all for the account of Lessee, holding Lessee liable for the difference, if any, between (i) the Rental Payments and other amounts payable by Lessee hereunder to the end of the then current Renewal Term and (ii) the rent or other amounts paid by a lessee or sublessee of the Facilities pursuant to such lease or sublease; provided that Lessee shall remain directly liable for the amount actually appropriated for the purchase or rental of the Facilities and unpaid by Lessee during the then current Renewal Term.

(b) Terminate this Lease and retake possession of the Facilities wherever situated, without any court order or other process of law and without liability for entering the premises, and sell the Facilities in a commercially reasonable manner. All proceeds from such sale shall be applied as described below. Notwithstanding such sale, Lessee shall be liable for the amount actually appropriated for the purchase or rental of the Facilities and unpaid by Lessee during the then current Renewal Term.

Lessor shall apply the sale proceeds or purchase moneys or other amounts paid by a buyer for the Facilities in the following manner on dates selected by Lessor:

> FIRSTLY, to pay all proper and reasonable costs and expenses of Lessor associated with the recovery, repair, storage, and sale of the Facilities, including reasonable attorneys' fees and expenses actually incurred by Lessor;
>
> SECONDLY, to pay Lessor (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid), and (iii) any other amounts due hereunder, including indemnity payments under Section 13.03, and reimbursement of any advances and other amounts payable to Lessor hereunder, including Additional Rental; and
>
> THIRDLY, to pay the remainder of the sale proceeds, purchase moneys, or other amounts paid by a buyer of the Facilities, to Lessee.

(c) Proceed by appropriate court action to enforce performance by Lessee of the applicable covenants of this Lease or to recover for the breach thereof, including the payment of all amounts due from Lessee hereunder, subject, however, to the provisions of Section 6.06 hereof.

(d) Use or retake such portion of the Facilities as Lessor, in its sole discretion, may decide.

(e) Take whatever action at law or in equity may appear necessary or desirable to enforce its rights as the owner of the Facilities.

Notwithstanding any remedy exercised hereunder, Lessee shall remain obligated to pay to Lessor, subject to the provisions of Section 6.06 hereof, any unpaid portion of the Purchase Price.

All of Lessee's right, title, and interest in any Facilities the possession of which is retaken by Lessor upon the occurrence of an Event of Default, an Event of Nonappropriation, or an Event of Nonrenewal (including, without limitation, construction contracts, warranties, guaranties, or completion assurances applicable to such Facilities) shall terminate immediately upon such repossession.

Section 14.03. Surrender of Facilities. Upon the occurrence and continuance of any Event of Default, Lessee shall quit and surrender possession of the Facilities to Lessor peaceably and promptly in the same condition in which they existed at the time of the initial use and occupancy thereof by Lessee, ordinary wear, tear, and obsolescence excepted, as provided in Section 6.07.

Section 14.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default, Event of Nonrenewal, or Event of Nonappropriation shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required by this Article.

Section 14.05. Late Charge; Interest on Late Payment. Any Rental Payment not paid within ten (10) days of the due date thereof shall, to the extent permitted by applicable law, bear a late charge equal to five percent (5%) of the amount of the past due Rental Payment, but in no event less than One Hundred Dollars ($100.00). Any unpaid Rental Payment, Additional Rental, or other amount payable by Lessee to Lessor hereunder, shall, to the extent permitted by applicable law, bear interest at a rate per annum equal to the Prime Rate plus two percent, from the due date until paid and collected.

Section 14.06. Force Majeure. If by reason of force majeure Lessee is unable in whole or in part to carry out any agreement on its part herein contained, other than the obligations on the part of Lessee contained in Article VI and Section 9.03 hereof, Lessee shall not be deemed in default during the continuance of such inability, provided Lessee promptly notifies Lessor of the occurrence and termination of any such force majeure event. The term "force majeure" as used herein shall mean any cause or event not reasonably within the control of Lessee, including, without limitation, the following: acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States of America or the State or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, or explosions.

[End of Article XIV]

ARTICLE XV

SERVICING

Section 15.01. Appointment of Servicer. Lessor shall have the right to designate an entity to act as the "Servicer" for the collection of Rental Payments, the enforcement of remedies hereunder, and the distribution of funds to one or more holders of interests in this Lease. The appointment of Branch Banking and Trust Company, Charlotte, North Carolina, as Servicer is hereby acknowledged.

Section 15.02. Actions of Servicer.

(a) The Servicer shall service this Lease and shall have full power and authority, acting alone, but on behalf of the holders of interests in this Lease, in connection with such provisions of this Lease, to take those actions which it deems necessary as agent for the holders of interests in this Lease. The Servicer is hereby authorized and empowered to execute and deliver, on behalf of Lessor or any assignee, any and all instruments of satisfaction or cancellation, or of partial or full release or discharge and all other comparable instruments, with respect to this Lease.

(b) The Servicer shall use reasonable efforts to collect all payments called for under the terms and provisions of this Lease, and shall, to the extent such procedures shall be consistent with this Lease, follow such collection procedures as it follows with respect to lease obligations comparable to this Lease and held in its own portfolio. Consistent with the foregoing, the Servicer may in its discretion waive any late payment charge in connection with this Lease.

(c) The Servicer, in its own name, as servicer, shall deposit all amounts received in connection with this Lease in a federally insured, interest bearing deposit account and shall withdraw from such deposit account such amounts required to be disbursed and paid to Lessor or any assignee. The Servicer, as its compensation for its services hereunder, shall retain all interest earned on such deposit account.

(d) The Servicer designated in this Article XV shall be the initial registrar and, as such, shall maintain the books for the registration and transfer of this Lease as the agent of Lessee. Each transferee of this Lease, by acceptance of this Lease, agrees to act as the successor registrar if so appointed in writing by Lessee. The transfer of this Lease may be registered, upon presentation and surrender of the original of this Lease at the office of the registrar designated for such purpose, together with an assignment hereof duly executed by the owner or its duly authorized attorney or legal representative. The registrar shall maintain a book-entry system by which a record of the names and addresses of all owners of this Lease, or interests herein, is kept. Lessee or the registrar may require the person requesting any transfer to reimburse it for any tax or other governmental charge payable in connection therewith.

(e) The Servicer shall, with reasonable promptness, notify each holder of an interest in this Lease of any Event of Nonappropriation, Event of Nonrenewal, or Event of Default, of any communication by Lessee to Lessor under this Lease, or of any other matter which, in its best judgment, materially affects the joint or respective interests of the holders of interests in this Lease.

(f) Anything in this Lease to the contrary notwithstanding, the holders of a majority in aggregate principal amount of interest in this Lease shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Servicer, provided the Servicer is indemnified in a manner reasonably satisfactory to it, to direct the time, method, and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Lease or in connection with any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Lease.

(g) No holder of an interest in this Lease (other than the Servicer) shall have any right to institute any suit, action, or proceeding in equity or at law for the enforcement of this Lease, unless: (i) an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation has occurred of which the Servicer has been notified in writing by the holder of an interest in this Lease, (ii) the owners of at least twenty-five percent (25%) in aggregate principal amount of the interest in this Lease shall have made written request to the Servicer and provided indemnity reasonably satisfactory to it and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its own name, and (iii) the Servicer shall thereafter fail or refuse to exercise the powers hereinbefore granted or to institute such action, suit, or proceeding in its, his, or their own name or names. Such notification, request, and offer of opportunity and indemnity are hereby declared in every case at the option of the Servicer to be conditions precedent to any action or cause of action for the enforcement of this Lease; it being understood and intended that no one or more holders of interests in this Lease (other than the Servicer) shall have any right in any manner whatsoever to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had, and maintained in the manner herein provided and for the equal and ratable benefit of the holders of all interests in this Lease. Nothing in this Lease contained shall, however, affect or impair the right of any holder of any interest in this Lease to enforce the payment of any amount evidenced thereby directly against Lessee at and after the maturity thereof or the obligation of Lessee to pay such amount to the respective holders of such interests at the time, place, from the source, and in the manner in this Lease expressed.

Section 15.03. Reliance on Actions of Others. Neither the Servicer nor any of its directors, officers, employees, or agents shall be under any liability for any action taken or for refraining from the taking of any action in good faith pursuant to its duties as Servicer, or for errors in judgment; provided, however, that this provision shall not protect the Servicer or any such person against any liability which would otherwise be imposed by reason of willful misfeasance or gross negligence in the performance of its duties hereunder. The Servicer or any director, officer, employee, or agent of the Servicer may rely in good faith on any document of any kind prima facie properly executed and submitted by any person respecting any matter arising hereunder.

Section 15.04. **Lessee Role.** Except for the payment of Rental Payments when due as provided for in this Lease and the performance of the other Lessee covenants and duties as provided for in this Lease, Lessee shall have no obligation or liability to the Servicer.

Section 15.05. **Successor Servicer.** The Servicer at the time acting hereunder may at any time resign and be discharged (but only with the consent of Lessor) by giving not less than sixty (60) days written notice to Lessor, and Lessor shall give not less than thirty (30) days written notice of such resignation to the holders of the interests in this Lease. Such resignation shall take effect immediately upon the acceptance by Lessor of the resignation and the appointment by Lessor of a successor servicer.

The Servicer may be removed at any time by an instrument or concurrent instruments in writing, delivered to the Servicer and to Lessor and signed by the holders of a majority in aggregate principal amount of the interests in this Lease.

If at any time the Servicer or its legal successor or successors shall resign or be removed or be dissolved, or shall be in the course of dissolution, or should become unable, through operation of law or otherwise, to act as servicer hereunder, or if its property and affairs shall be taken under control of by any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of servicer hereunder. In such event Lessor, by appropriate action, promptly shall appoint a servicer to fill such vacancy and shall give notice of any such appointment to the holders of the interests in this Lease. If no successor servicer shall have been appointed by Lessor within sixty (60) days, a successor may be appointed by the holders of a majority in aggregate principal amount of the interests in this Lease by an instrument or instruments in writing filed with Lessor, signed by such holders or by their duly authorized attorneys-in-fact. If, in a proper case, no appointment of a successor servicer shall be made pursuant to the foregoing provisions of this Section within three months after a vacancy shall have occurred, the holder of any interest in this Lease or the retiring servicer may apply to any court of competent jurisdiction to appoint a successor servicer. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor servicer.

Any successor servicer shall be a commercial bank or trust company organized and doing business under the laws of the United States or any state thereof, which possesses and is exercising trust powers within or without the State of Georgia and which has a combined capital and surplus of at least $25,000,000. Such successor servicer, without any further act, deed, or conveyance, shall become fully vested with all the rights, immunities, powers, duties, and obligations of its predecessor, but such predecessor shall, nevertheless, on the written request of such successor servicer or Lessor, execute and deliver an instrument transferring to such successor servicer, subject to the terms of this Lease, all the estates, properties, rights, and powers of such predecessor hereunder, and every predecessor servicer shall deliver all securities and moneys held by it to its successor. Upon the request of any such successor servicer, Lessor shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor servicer all estates, rights, powers, and duties hereby vested or intended to be vested in the predecessor servicer.

Any corporation into which the Servicer or its successor may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation, or reorganization to which the Servicer or any successor to it shall be a party shall, if satisfactory to Lessor, be the successor servicer under this Lease without the execution or filing of any paper or any other act on the part of any of the parties thereto, anything herein to the contrary notwithstanding.

[End of Article XV]

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Notices. All notices, certificates, or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at the addresses set forth below:

If to Lessor:	Peachtree City Governmental Finance Corporation 151 Willowbend Road Peachtree City, Georgia 30269 Attention: President
with a copy to:	Branch Banking and Trust Company P.O. Box 31273 Charlotte, North Carolina 28231 Attention: Governmental Finance
If to Lessee:	Peachtree City 151 Willowbend Road Peachtree City, Georgia 30269 Attention: City Manager

Any party named in this Section 16.01 may, by notice given to each of the others, designate any additional or different addresses to which subsequent notices, certificates, or other communications shall be sent.

Section 16.02. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 16.03. Severability. In the event any provision of this Lease 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 16.04. Amendments. The terms and provisions of this Lease shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by Lessor and Lessee; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's written consent.

Section 16.05. Execution in Counterparts. This Lease 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 16.06. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

Section 16.07. Captions. The captions or headings in this Lease are for convenience only and no way define, limit, or describe the scope or intent of any provisions or sections of this Lease.

Section 16.08. Estoppel Certificates. Lessee will from time to time, upon 10 days' prior written request by Lessor, execute, acknowledge, and deliver a certificate of Lessee, executed by a duly authorized official of Lessee, stating (a) that this Lease is unmodified (or, if modified, reciting the modifications) and in full force and effect, (b) the dates to which Rental Payments have been paid, and (c) that, to the knowledge of the signer of such certificate, no Event of Default, Event of Nonrenewal, or Event of Nonappropriation exists under this Lease (or stating each Event of Default of which the signer has knowledge). Any such certificate may be relied upon by any assignee of Lessor, by any holder of a participatory interest in this Lease or the Facilities, any entity providing credit enhancement to a pool or group of obligations of which this Lease is one, and any trustee for holders of interest in such pool, trust, or participatory arrangement.

Section 16.09. Entire Agreement. This Lease constitutes the entire agreement between Lessor and Lessee. There are no understandings, agreements, representations, or warranties, express or implied, not specified herein regarding this Lease or the Facilities leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of additional schedules to be attached as Exhibits to this Lease) submitted by Lessee in connection with this Lease which are in addition to or inconsistent with the terms and conditions of this Lease will not be binding on Lessor and will not apply to this Lease. Lessee by the signature below of its authorized representative acknowledges that it has read this Lease, understands it, and agrees to be bound by its terms and conditions. No waiver, consent, modification, or change of terms of this Lease shall bind either party unless in writing, signed by both parties, and then such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

Section 16.10. Fees Paid by Lessee. Lessee shall pay all fees and expenses relating to this Lease, including but not limited to, the expense of examination of title, premiums of owner's and mortgagee's title insurance, costs of all supplemental examinations and certifications of title, the recording fee and tax upon this Lease and the Lessor Documents, expenses of any present or future assignment or assignments of collateral security, if any, by Lessor, and attorneys' fees. In case Lessor pays or advances any money for fees, surveys, recording, recording tax, examination of title, owner's and mortgagee's title insurance policies, preparation of documents, any expenses incurred in the completion of this transaction, the payment of any insurance premiums, encumbrance, tax, assessment, or other charge or lien upon the Facilities, or any other amounts necessary for the payment of the cost of improvements, the same shall be advances payable in accordance with Section 9.04 of this Lease.

Section 16.11. Covenants Run with Premises. The covenants, agreements, and conditions herein contained shall run with the Premises hereby leased and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective successors and assigns.

Section 16.12. Subordination to Security Deed. This Lease and the rights and privileges hereunder of Lessee are specifically made subject and subordinate to the rights and privileges of Lessor's mortgagee set forth in the Security Deed.

Section 16.13. Time of Essence. Time is of the essence of this Lease.

Section 16.14. Triple Net Lease. This Lease shall be deemed and construed to be a "net, net, net lease," and Lessee shall pay absolutely net during the Lease Term the Rental Payments and all other payments required hereunder, free of any deductions, without abatement, diminution, or set-off other than those herein expressly provided.

Section 16.15. Defeasance. Notwithstanding any other provision of this Lease, Lessee shall have the option, at any time, to make provision for the Rental Payments, through the end of the Lease Term, by depositing with an escrow agent pursuant to an escrow agreement, as agent for Lessor or its assignee and as collateral for the payment of the Rental Payments, either moneys in an amount which shall be sufficient, or obligations of, or obligations fully guaranteed as to principal and interest by, the United States of America, which shall not contain provisions permitting the redemption thereof at the option of the issuer, the principal of and the interest on which when due, and without any regard to reinvestment thereof, will provide moneys which, together with the moneys, if any, deposited with or held by such escrow agent, shall be sufficient to pay when due the Rental Payments. Before executing an escrow agreement pursuant to the preceding sentence, Lessee shall furnish Lessor or its assignee with (i) a written report from a firm of independent certified public accountants of recognized standing in such matters as to the sufficiency of the securities and cash so deposited to pay the Rental Payments through the end of the Lease Term and (ii) a written unqualified opinion of nationally recognized bond counsel to the effect that the result of provision for payment of the Rental Payments in such manner will not be to cause the interest component of the Rental Payments to become includable in gross income for federal income tax purposes. In the event of the provision for payment of the Rental Payments in the manner provided in this Section 16.15, Lessee may continue to use the Facilities pursuant to this Lease without further liability for the payment of any Rental Payments hereunder and Lessor shall have a claim for Rental Payments solely upon the cash or securities so deposited. The deposit provided for in this Section 16.15 shall be deemed to be and shall constitute a special fund for the payment of Rental Payments in accordance with the provisions of this Lease. The Lease Term shall not terminate as a result of the provision for payment of the Rental Payments in the manner provided in this Section 16.15.

Section 16.16. Limited Obligations. No obligation assumed by or imposed upon Lessor hereunder shall require the expenditure of any money by Lessor except to the extent, if any, that the cost and expense of performing such obligation may be provided for from amounts held under the Escrow Agreement or amounts paid by Lessee hereunder as Additional Rental.

[End of Article XVI]

SIGNATURES AND SEALS

IN WITNESS WHEREOF, Lessor has executed this Lease in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has executed this Lease in its corporate name with its official seal hereunto affixed and attested by its duly authorized officials. All of the above occurred as of the date first written on the heading of this Lease.

LESSOR:

As to Lessor, signed, sealed, and delivered in the presence of:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

____
Unofficial Witness

By:_______________________________
President

(SEAL)

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

Attest:

____
Secretary

LESSEE:

As to Lessee, signed, sealed, and delivered in the presence of:

PEACHTREE CITY

____
Unofficial Witness

By:_______________________________
Mayor

(SEAL)

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

Attest:

____
City Clerk

EXHIBIT A

LEASE SCHEDULES

[Attached]

LEASE SCHEDULE 1

This Lease Schedule to that certain Master Lease and Option Agreement (the "Lease"), dated September ___, 2007, by and between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City ("Lessee"), is made by and between the undersigned and shall be effective as of the date set forth below. The terms and conditions of the Lease are hereby incorporated in this Lease Schedule by reference. Unless otherwise indicated, all capitalized terms, when used herein, which are defined in the Lease, are intended to have the same meaning as when used therein.

1. Lessee hereby authorizes Lessor to acquire, construct, and install the Project identified on Exhibit 1 hereto, consisting of the Premises identified on Exhibit 2 hereto, the Buildings located or to be located thereon, and the Equipment identified on Exhibit 3 hereto.

2. Lessor shall make the following deposits with the Escrow Agent:

Deposit to Delivery Costs Fund -	$__________
Deposit to Capitalized Interest Fund -	$__________
Deposit to Account #1 of Project Fund -	$__________

3. In addition, Lessee hereby

   a. agrees to lease the Facilities resulting from such Project from Lessor effective on the Commencement Date, and

   b. agrees to pay Lessor the Rental Payments, in the amounts and at the times specified in the Rental Payment Schedule attached to this Lease Schedule as Exhibit 4, all as provided in the Lease.

4. Lessee hereby represents and warrants that all representations, warranties, and covenants made by Lessee in the Lease are true and correct and in full force and effect on the date hereof as if made on the date hereof.

5. Lessee by resolution has designated the lease obligation contemplated by this Lease Schedule as a "qualified tax-exempt obligation," as such term is used in Section 265(b)(3) of the Code.

6. Lessee shall pay to Lessor as part of the Prepayment Option Price a premium equal to one percent (1.00%) of the Lease Amount being prepaid.

IN WITNESS WHEREOF, Lessor has executed this Lease Schedule in its corporate name with its corporate seal hereunto affixed and attested by its duly authorized officers, and Lessee has executed this Lease Schedule in its corporate name with its official seal hereunto affixed and attested by its duly authorized officials, all as of September ___, 2007.

LESSOR:

As to Lessor, signed, sealed, and delivered in the presence of:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

____
Unofficial Witness

By:_______________________________
President

(SEAL)

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

Attest:

____
Secretary

LESSEE:

As to Lessee, signed, sealed, and delivered in the presence of:

PEACHTREE CITY

____
Unofficial Witness

By:_______________________________
Mayor

(SEAL)

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

Attest:

____
City Clerk

EXHIBIT 1

DESCRIPTION OF THE PROJECT

Project #1:

Acquire Fire Station #82 located at 105 Peachtree Parkway North in Peachtree City, Georgia.

EXHIBIT 2

DESCRIPTION OF THE PREMISES

Project #1:

EXHIBIT 3

DESCRIPTION OF THE EQUIPMENT

[To Be Attached As Equipment Is Acquired]

EXHIBIT 4

Rental Payment Schedule

Payment Number	Due Date of Payment	Total Rental Payment	Principal Component	Interest Component	Lease Amount After Rental Payment Due Has Been Made
1	12/25/07	$ 52,132.06	$ 28,867.06	$ 23,265.00	$2,321,132.94
2	03/25/08	52,132.06	29,152.84	22,979.22	2,291,980.10
3	06/25/08	52,132.06	29,441.46	22,690.60	2,262,538.64
4	09/25/08	52,132.06	29,732.93	22,399.13	2,232,805.71
5	12/25/08	52,132.06	30,027.28	22,104.78	2,202,778.43
6	03/25/09	52,132.06	30,324.55	21,807.51	2,172,453.88
7	06/25/09	52,132.06	30,624.77	21,507.29	2,141,829.11
8	09/25/09	52,132.06	30,927.95	21,204.11	2,110,901.16
9	12/25/09	52,132.06	31,234.14	20,897.92	2,079,667.02
10	03/25/10	52,132.06	31,543.36	20,588.70	2,048,123.66
11	06/25/10	52,132.06	31,855.64	20,276.42	2,016,268.02
12	09/25/10	52,132.06	32,171.01	19,961.05	1,984,097.01
13	12/25/10	52,132.06	32,489.50	19,642.56	1,951,607.51
14	03/25/11	52,132.06	32,811.15	19,320.91	1,918,796.36
15	06/25/11	52,132.06	33,135.98	18,996.08	1,885,660.38
16	09/25/11	52,132.06	33,464.02	18,668.04	1,852,196.36
17	12/25/11	52,132.06	33,795.32	18,336.74	1,818,401.04
18	03/25/12	52,132.06	34,129.89	18,002.17	1,784,271.15
19	06/25/12	52,132.06	34,467.78	17,664.28	1,749,803.37
20	09/25/12	52,132.06	34,809.01	17,323.05	1,714,994.36
21	12/25/12	52,132.06	35,153.62	16,978.44	1,679,840.74
22	03/25/13	52,132.06	35,501.64	16,630.42	1,644,339.10
23	06/25/13	52,132.06	35,853.10	16,278.96	1,608,486.00
24	09/25/13	52,132.06	36,208.05	15,924.01	1,572,277.95
25	12/25/13	52,132.06	36,566.51	15,565.55	1,535,711.44
26	03/25/14	52,132.06	36,928.52	15,203.54	1,498,782.92
27	06/25/14	52,132.06	37,294.11	14,837.95	1,461,488.81
28	09/25/14	52,132.06	37,663.32	14,468.74	1,423,825.49
29	12/25/14	52,132.06	38,036.19	14,095.87	1,385,789.30
30	03/25/15	52,132.06	38,412.75	13,719.31	1,347,376.55
31	06/25/15	52,132.06	38,793.03	13,339.03	1,308,583.52
32	09/25/15	52,132.06	39,177.08	12,954.98	1,269,406.44
33	12/25/15	52,132.06	39,564.94	12,567.12	1,229,841.50
34	03/25/16	52,132.06	39,956.63	12,175.43	1,189,884.87
35	06/25/16	52,132.06	40,352.20	11,779.86	1,149,532.67
36	09/25/16	52,132.06	40,751.69	11,380.37	1,108,780.98
37	12/25/16	52,132.06	41,155.13	10,976.93	1,067,625.85
38	03/25/17	52,132.06	41,562.56	10,569.50	1,026,063.29
39	06/25/17	52,132.06	41,974.03	10,158.03	984,089.26
40	09/25/17	52,132.06	42,389.58	9,742.48	941,699.68
41	12/25/17	52,132.06	42,809.23	9,322.83	898,890.45
42	03/25/18	52,132.06	43,233.04	8,899.02	855,657.41
43	06/25/18	52,132.06	43,661.05	8,471.01	811,996.36
44	09/25/18	52,132.06	44,093.30	8,038.76	767,903.06
45	12/25/18	52,132.06	44,529.82	7,602.24	723,373.24
46	03/25/19	52,132.06	44,970.66	7,161.40	678,402.58

Payment Number	Due Date of Payment	Total Rental Payment	Principal Component	Interest Component	Lease Amount After Rental Payment Due Has Been Made
47	06/25/19	$ 52,132.06	$ 45,415.87	$ 6,716.19	$632,986.71
48	09/25/19	52,132.06	45,865.49	6,266.57	587,121.22
49	12/25/19	52,132.06	46,319.56	5,812.50	540,801.66
50	03/25/20	52,132.06	46,778.12	5,353.94	494,023.54
51	06/25/20	52,132.06	47,241.23	4,890.83	446,782.31
52	09/25/20	52,132.06	47,708.92	4,423.14	399,073.39
53	12/25/20	52,132.06	48,181.23	3,950.83	350,892.16
54	03/25/21	52,132.06	48,658.23	3,473.83	302,233.93
55	06/25/21	52,132.06	49,139.94	2,992.12	253,093.99
56	09/25/21	52,132.06	49,626.43	2,505.63	203,467.56
57	12/25/21	52,132.06	50,117.73	2,014.33	153,349.83
58	03/25/22	52,132.06	50,613.90	1,518.16	102,735.93
59	06/25/22	52,132.06	51,114.97	1,017.09	51,620.96
60	09/25/22	52,132.06	51,620.96	511.10	---
Totals		$3,127,923.60	$2,350,000.00	$777,923.60	

EXHIBIT B

REQUIRED INSURANCE COVERAGES AND AMOUNTS

(1) Property Insurance. insurance with respect to the Facilities against any peril included within the classification "All Risks of Physical Loss" in amounts at all times sufficient to prevent Lessee from becoming a coinsurer within the terms of the applicable policies, but in any event such insurance shall be maintained in an amount equal to the full insurable value of the Facilities, the term "full insurable value" to mean the actual replacement cost of the Facilities (without taking into account any depreciation, and exclusive of excavations, footings, foundations, landscaping, and paving) determined annually by an insurer or a recognized independent insurance broker selected and paid by Lessee;

(2) Liability Insurance. comprehensive general liability insurance, including bodily injury, death, and property damage liability and umbrella liability insurance, against any and all claims, including all legal liability to the extent insurable imposed upon Lessee or Lessor, and all court costs and attorneys' fees and expenses, arising out of or connected with the possession, use, leasing, operation, maintenance, or condition of the Facilities in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Facilities (all as determined by Lessor) but in no event for a combined single limit of less than $5,000,000 per occurrence;

(3) Boiler and Machinery Insurance. broad form boiler and machinery insurance (without exclusion for explosion) covering all boilers or other pressure vessels, machinery, and equipment comprising part of the Facilities and insurance against loss of occupancy or use arising from any such breakdown in such amounts as are generally available at commercially reasonable premiums and are generally required by institutional lenders for properties comparable to the Facilities (all as determined by Lessor);

(4) Flood Insurance. insurance under the Federal Flood Insurance Program within the minimum requirements and amounts required for federally financed or assisted loans under the Flood Disaster Protection Act of 1973, as amended, if any portion of the Facilities is eligible under such program; and

(5) Other Insurance. at the request of Lessor, such other insurance or such additional amounts of insurance, covering Lessee, Lessor, and the Facilities, as shall be generally required by institutional lenders in connection with indebtedness secured by properties similar to the Facilities, provided such insurance is generally available at commercially reasonable premiums.

EXHIBIT C

FORM OF ACCEPTANCE CERTIFICATE

The undersigned, as Lessee under the Master Lease and Option Agreement (the "Lease"), dated September ___, 2007, with the Peachtree City Governmental Finance Corporation ("Lessor"), acknowledges receipt in good condition of all of the Equipment described in Exhibit 1 attached hereto and certifies that such Equipment is in good working order and has been acquired, delivered, and installed in a manner in all respects satisfactory to the undersigned and that Lessor has fully and satisfactorily performed all of its covenants and obligations required under the Lease.

This ____ day of September 2007.

LESSEE:

PEACHTREE CITY

By:_________________________________

Title:_____________________________

ASSIGNMENT OF CONTRACT DOCUMENTS

THIS ASSIGNMENT OF CONTRACT DOCUMENTS, made on September ___, 2007, by and between Peachtree City Governmental Finance Corporation (the "Lessor"), a nonprofit corporation organized and existing under and by virtue of the laws of the State of Georgia, and Branch Banking and Trust Company (the "Purchaser");

WITNESSETH:

Section 1. Collateral Assignment. For value received, the sufficiency of which is hereby acknowledged, and in consideration of the purchase by the Purchaser of the Lessor's rights under and the rental payments to be received under the Master Lease and Option Agreement, dated September ___, 2007, as supplemented from time to time by lease schedules (collectively the "Lease"), between the Lessor, as lessor, and Peachtree City (the "Lessee"), as lessee, the Lessor hereby unconditionally grants, transfers, and assigns to the Purchaser, and its successors and assigns, all of the right, title, interest, and remedies of the Lessor in and to those documents described in Exhibit A attached hereto (as the same may be supplemented from time to time) and by this reference made a part hereof (the "Contract Documents") and grants to the Purchaser, and its successors and assigns, a continuing security interest in such Contract Documents, and all rights and privileges of any nature thereunder accruing, together with any changes, renewals, supplements, addenda, amendments, consolidations, extensions, revisions, modifications, or guarantees of performance of obligations to the Lessor under the Contract Documents, for the purpose of providing additional security (a) for payment of all sums now or at any time hereafter due the Purchaser under the Lease, together with any renewals or extensions thereof and any future advances made thereunder to the extent permitted under applicable law, and (b) for performance and discharge of each obligation, covenant, and agreement of the Lessee contained in the Lease.

Section 2. Termination of Assignment. By accepting this Assignment of Contract Documents, the Purchaser agrees that upon the payment in full of all amounts secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the obligations of the Lessee under the Lease without the simultaneous recording of another lease or other similar instrument in favor of the Lessor affecting the Facilities, this Assignment of Contract Documents shall become null and void and of no further effect.

Section 3. Warranties by the Lessor. The Lessor warrants that:

(a) There is no other assignment of any of its rights under the Contract Documents to any other person.

(b) The Lessor has done no act nor omitted to do any act that might prevent the Purchaser from, or limit the Purchaser in, acting under any of the provisions herein.

(c) There is no default under the terms of the existing Contract Documents to the knowledge of the Lessor, and all Contract Documents remain in full force and effect, and there is no default or event of default or any state of facts which would, with the passage of time or the giving of notice, or both, constitute a default or event of default on the part of the Lessor under any of the Contract Documents.

(d) The Lessor is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment of Contract Documents, the performance of each and every covenant of the Lessor hereunder and in the Contract Documents, and the meeting of each and every condition herein contained.

(e) No action has been brought or threatened which would interfere in any way with the right of the Lessor to execute this Assignment of Contract Documents and perform all of the Lessor's obligations herein contained.

(f) The Lessor is the sole owner of the "Owner's" interest under the Contract Documents and has the full and complete right, title, and authority to sell, assign, transfer, and set over the same and to grant and confer upon the Purchaser the rights, interests, security interests, powers, and authorities herein granted and conferred.

(g) Neither the execution and delivery of this Assignment of Contract Documents nor the performance of each and every covenant of the Lessor under this Assignment of Contract Documents or the Contract Documents, conflicts with, or constitutes a breach or default under, the Contract Documents, or any other agreement, indenture, or other instrument to which the Lessor is a party, or any law, ordinance, administrative order, or regulation or court order or decree which is applicable to the Lessor.

(h) The Contract Documents are valid, enforceable, and in full force and effect and have not been modified or amended except as expressly set forth in Exhibit A hereto.

Section 4. Covenants.

(a) The Lessor agrees, so long as the Lease is in effect, that the Lessor will (i) fulfill, perform, and observe each and every condition and covenant of the Lessor contained in the Contract Documents, (ii) give prompt notice to the Purchaser of any claim of default under the Contract Documents given to the Lessor or given by the Lessor, together with a complete copy of any such claim, (iii) at the sole cost and expense of the Lessor, enforce the performance and observance of each and every covenant and condition of the Contract Documents to be performed or observed, (iv) appear in and defend any action growing out of, or in any manner connected with, the Contract Documents or the obligations or liabilities of the Lessor or any guarantor thereunder or any other party to the Contract Documents, and (v) not do any act prohibited by the terms of the Lease.

(b) The rights assigned hereunder include all of the Lessor's right and title to modify, alter, or amend the Contract Documents, to terminate the Contract Documents, and to waive or release the performance or observance of any obligation or condition of the Contract Documents. The Lessor covenants that it will not without the prior written consent of the Purchaser or its assignee (i) modify, alter, or amend the terms of the Contract Documents (unless required so to do by the terms of the Contract Documents), (ii) waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by them, (iii) terminate, permit the termination, or accept the termination of the Contract Documents, (iv) give any consent to any assignment by the other parties to the Contract Documents, or (v) assign its interest in the Contract Documents to any person or entity other than the Purchaser.

(c) So long as this Assignment of Contract Documents shall remain in effect, the Lessor shall, immediately upon receipt, forward to the Purchaser duplicate copies of any and all reports, notices, or other communications received by the Lessor from the other parties to the Contract Documents or given to the other parties to the Contract Documents by the Lessor relating to the Contract Documents or any Project.

(d) The Lessor shall protect, indemnify, and save harmless the Purchaser from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs, and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by the Purchaser by reason of this Assignment of Contract Documents and any claim and demand whatsoever which may be asserted against the Purchaser by reason of any alleged obligation or undertaking to be performed or discharged by the Purchaser under this Assignment of Contract Documents, it being expressly understood and agreed that this Assignment of Contract Documents shall impose no obligations whatsoever on the Purchaser that are not expressly set forth herein. In the event the Purchaser incurs any liability, loss, or damage by reason of this Assignment of Contract Documents, or in the defense of any claims or demands arising out of or in connection with this Assignment of Contract Documents, the amount of such liability, loss, or damage shall be added to the obligations secured hereby, shall bear interest at the rate of interest established in Section 9.04 of the Lease, and shall be payable on demand.

Section 5. Events of Default. The occurrence of any one of the following events, subject to applicable notice and cure provisions, shall constitute an "event of default" hereunder:

(a) the failure by the Lessor to perform or observe any covenant of the Lessor contained in the Lessor Contracts or any other instrument executed in connection with the obligations secured by this Assignment of Contract Documents, or should any warranty of the Lessor contained in any of the aforesaid instruments prove untrue or misleading in any material aspect,

(b) the failure by the Lessor to meet any condition set forth in the Contract Documents,

(c) the occurrence of an "Event of Nonappropriation," an "Event of Nonrenewal," or an "Event of Default" under the Lease,

(d) any statement or representation herein by the Lessor proving to be false or misleading in any material respect, or

(e) the failure by any other party to any of the Contract Documents to execute a consent to this Assignment of Contract Documents.

Section 6. Remedies upon Default. Upon the occurrence of an "event of default," the Purchaser may at its option, with or without notice or demand of any kind, exercise any or all of the following remedies:

(a) avail itself of all remedies available under the Lease as a result of an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation thereunder,

(b) proceed to perform any and all obligations of the Lessor contained in any of the Contract Documents and exercise any and all rights of the Lessor therein as fully as the Lessor itself could, without regard to the adequacy of security for the obligations hereby secured and with or without the bringing of any legal action, including, without limiting the generality of the foregoing, enforcing, modifying, extending, or terminating the Contract Documents, and, to the extent the Purchaser shall incur any costs or expenses in connection with the performance of any obligations of the Lessor, including costs of litigation, then all such costs shall become a part of the obligations secured hereby and shall bear interest from the incurrence thereof at the rate of interest established in Section 9.04 of the Lease and shall be payable on demand,

(c) in the Lessor's or the Purchaser's name, institute any legal or equitable action which the Purchaser in its sole discretion deems desirable to effect the purposes of this Assignment of Contract Documents and to enforce the rights granted herein,

(d) exercise all rights and remedies of a secured party under the Uniform Commercial Code of the State of Georgia, and

(e) assign the Contract Documents to any purchaser of the Facilities.

Section 7. Additional Remedies. Upon the occurrence of an "event of default," the Purchaser shall have the following additional remedies:

(a) The Lessor does hereby specifically and irrevocably authorize and empower the Purchaser, in the Lessor's name or in the Purchaser's name, to assert and sue for any rights, privileges, or claims the Lessor may from time to time have under the Contract Documents as the Purchaser may deem proper and to collect and receive any and all moneys, damages, awards, issues, and profits from the Contract Documents, including those past due and unpaid, and apply the same against any or all of the obligations secured hereby, including all costs, expenses, and attorneys' fees incurred in seeking to realize on any collateral securing any or all of the obligations secured hereby. Neither entry upon and taking possession of the property nor the collection of the moneys, damages, awards, issues, and profits from the Contract Documents shall in any way operate to cure or waive any default under any other instrument given by the Lessor to the Purchaser, or prohibit the taking of any other action by the Purchaser under any such instrument, or at law or in equity, to enforce payment of the obligations secured by the Contract Documents or to realize on any other security.

(b) The Lessor further agrees that:

(1) Should the Lessor fail to perform or observe any covenant or comply with any condition contained in the Contract Documents, then the Purchaser, but without obligation so to do and without notice to or demand on the Lessor and without releasing the

Lessor from its obligation so to do, may perform such covenant or condition and may appear in and defend any action affecting the Contract Documents. To the extent that the Purchaser shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, and reasonable attorneys' fees (whether incurred in litigation or otherwise) incurred through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals, then such charges shall be included in the obligations secured hereby and shall bear interest from the incurrence thereof at the rate of interest established in Section 9.04 of the Lease, and the Lessor shall reimburse the Purchaser therefor upon demand.

(2) The Purchaser shall not be obligated to perform or discharge any obligation of the Lessor under the Contract Documents, and the Lessor agrees to indemnify and hold the Purchaser harmless against any and all liability, loss, or damage which the Purchaser may incur under the Contract Documents or under or by reason of this Assignment of Contract Documents and from all claims and demands whatsoever which may be asserted against the Purchaser by reason of an act of the Purchaser under this Assignment of Contract Documents or under the Contract Documents. Should the Purchaser incur any such liability, loss, or damage under any Contract Document or under or by reason of this Assignment of Contract Documents, or in defense against any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees through all proceedings, including, but not limited to, negotiations, administrative hearings, trials, and appeals, together with interest thereon at the rate of interest established in Section 9.04 of the Lease, shall be included in the obligations secured hereby, and the Lessor shall reimburse the Purchaser therefor immediately upon demand.

Section 8. Applicable Law. The rights of all parties hereunder shall be governed and decided exclusively by the laws of the State of Georgia.

Section 9. Definitions of Terminology and Construction. The parties agree that wherever used in this Assignment of Contract Documents, unless the context clearly indicates a contrary intent or unless otherwise specifically provided therein, the words "Lessor" and "Purchaser" shall include individuals, corporations (and if a corporation, its officers, employees, agents, or attorneys), and any and all other persons or entities and the respective heirs, executors, legal representatives, administrators, successors, and assigns of the parties hereto, and all those holding under either of them. Except as otherwise defined herein, terms used herein shall have the meanings assigned to such terms in the Lease.

Section 10. Assignment. This Assignment of Contract Documents shall be binding upon the Lessor and its successors and assigns and shall inure to the benefit of the Purchaser and its successors, transferees, and assigns. Without limiting the generality of the foregoing, the Purchaser may assign or otherwise transfer this Assignment of Contract Documents to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Purchaser herein or otherwise.

Section 11. Severability. If any provision of this Assignment of Contract Documents or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment of Contract Documents and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

Section 12. No Third Party Beneficiaries. This Assignment of Contract Documents is made solely for the benefit of the Purchaser and its assigns. Neither the other parties to the Contract Documents nor any other person shall have standing to bring any action against the Purchaser or its assigns as the result of this Assignment of Contract Documents or to assume that the Purchaser or its assigns will exercise any remedies provided herein, and no person other than the Purchaser or its assigns shall under any circumstances be deemed to be a beneficiary of any provision of this Assignment of Contract Documents.

Section 13. No Oral Modifications. Neither this Assignment of Contract Documents nor any provisions hereof may be changed, waived, discharged, or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

Section 14. Cumulative Remedies. The remedies herein provided shall be in addition to and not in substitution for the rights and remedies vested in the Purchaser by the Lease, or at law or in equity under the laws of the United States of America or of the State of Georgia or under any administrative regulations promulgated thereunder, all of which rights and remedies are specifically reserved by the Purchaser. The remedies herein provided or otherwise available to the Purchaser shall be cumulative and may be exercised concurrently. The failure to exercise any of the remedies herein provided shall not constitute a waiver thereof, nor shall use of any of the remedies herein provided prevent the subsequent or concurrent resort to any other remedy or remedies. It is intended that this clause shall be broadly construed so that all remedies herein provided for or otherwise available to the Purchaser shall continue and be each and all available to the Purchaser until all of the obligations secured hereby shall have been satisfied in full.

Section 15. Counterparts. This Assignment of Contract Documents may be executed in any number of counterparts, all of which taken together shall constitute but one and the same instrument, and any of the parties or signatories hereto may execute this Assignment of Contract Documents by signing any such counterpart.

Section 16. Further Assurances. At any time and from time to time, upon request by the Purchaser, the Lessor will make, execute, and deliver or cause to be made, executed, and delivered to the Purchaser and, where appropriate, cause to be recorded or filed and from time to time thereafter to be re-recorded or refiled at such time and in such offices and places as shall be deemed desirable by the Purchaser or as shall be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve, (a) the obligations of the Lessor under this Assignment of Contract Documents and (b) the security interest created by this Assignment of Contract Documents as a first priority security interest in the Contract Documents. Upon any failure by the Lessor so to do, the Purchaser may make, execute, record, file, re-record, or refile any and all such assignments, deeds to secure debt, mortgages, deeds of trust, security agreements, financing statements, continuation statements, instruments, certificates, and documents for and in the name of the Lessor, and the Lessor hereby irrevocably appoints the Purchaser the agent and attorney-in-fact of the Lessor so to do.

Section 17. Instructions to Other Parties to Contract Documents. The Lessor does hereby specifically and unconditionally authorize and instruct the other parties to the Contract Documents to obey all instructions from the Purchaser pursuant to this Assignment of Contract Documents and the Contract Documents.

Section 18. Notices. Any and all notices, elections, or demands permitted or required to be made under this Assignment of Contract Documents shall be in writing, signed by the party giving such notice, election, or demand, and shall be delivered personally, or sent by registered or certified mail, to the other party at the address set forth below, or at such other address as may be supplied in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice, election, or demand. For the purposes of this Assignment of Contract Documents:

The address of the Lessor is:	Peachtree City Governmental Finance Corporation 151 Willowbend Road Peachtree City, Georgia 30269 Attention: President
The address of the Purchaser is:	Branch Banking and Trust Company P.O. Box 31273 Charlotte, North Carolina 28231 Attention: Governmental Finance

Section 19. Modifications, Etc. The Lessor hereby consents and agrees that the Purchaser may at any time, and from time to time, to the extent permitted by the Lease, without notice to or further consent from the Lessor, either with or without consideration, surrender any property or other security of any kind or nature whatsoever held by it or by any person, firm, or corporation on its behalf or for its account, securing the obligations secured hereby, substitute for any collateral so held by it other collateral of like kind, or of any kind, extend or renew the Lease for any period, grant releases, compromises, and indulgences with respect to the Lease, and to any persons or entities now or hereafter liable thereunder or hereunder, release any guarantor of the Lease, or take or fail to take any action of any type whatsoever, and no such action which the Purchaser shall take or fail to take in connection with the Lease, or any security for the payment of the obligations secured hereby or for the performance of any obligations or undertakings of the Lessor, nor any course of dealing with the Lessor or any other person, shall release the Lessor's obligations hereunder, affect this Assignment of Contract Documents in any way, or afford the Lessor any recourse against the Purchaser. The provisions of this Assignment of Contract Documents shall extend and be applicable to all renewals, supplements, addenda, amendments, extensions, consolidations, and modifications of the Lease and the Contract Documents, and any and all references herein to the Lease or the Contract Documents shall be deemed to include any such renewals, supplements, addenda, extensions, amendments, consolidations, or modifications thereof.

Section 20. No Discharge. The Lessor expressly acknowledges and agrees that it shall remain liable under the Contract Documents to observe and perform all of the conditions and obligations therein contained to be observed and performed by it and that neither this instrument nor any action taken pursuant hereto shall cause the Purchaser to be under any obligation or liability in any respect whatsoever to any party to the Contract Documents for the observance or performance of any of the representations, warranties, conditions, agreements, or terms therein contained.

Section 21. Limited Obligations. No obligation assumed by or imposed upon the Lessor hereunder shall require the expenditure of any money by the Lessor except to the extent, if any, that the cost and expense of performing such obligation may be provided for from collateral for the obligations secured hereby or amounts paid by the Lessee under the Lease as Additional Rental.

WITNESS the following signatures and seals as of the date first above written.

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:______________________________
President

Attest:

____
Secretary

BRANCH BANKING AND TRUST COMPANY

By:______________________________
Authorized Officer

EXHIBIT "A"

Any and all construction contracts, renovation agreements, architect's agreements, plans and specifications, and other contracts, licenses, and permits now or hereafter affecting the Facilities, in each case, whether now owned or existing or hereafter acquired, created, or arising and howsoever the Lessor's interest therein may arise or appear (whether by ownership, security interest, claim, or otherwise).

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION
(a nonprofit corporation organized and existing under the laws of the State of Georgia)
as Lessor

PEACHTREE CITY
(a municipal corporation created and existing under the laws of the State of Georgia)
as Lessee

and

BRANCH BANKING AND TRUST COMPANY
(a state banking corporation organized and existing under the laws of the State of North Carolina)
as Escrow Agent

ESCROW AGREEMENT

Dated September __, 2007

As set forth in Section 17(c) hereof, the interest of the Peachtree City Governmental Finance Corporation in this Escrow Agreement has been assigned and conveyed to Branch Banking and Trust Company, under an Absolute Assignment Agreement, dated the date hereof, between the Peachtree City Governmental Finance Corporation, as assignor, and Branch Banking and Trust Company, as assignee (the "Purchaser"), and is subject to the ownership interest of the Purchaser. For the purpose of perfecting an ownership interest in this Escrow Agreement by the Purchaser under Article 9 of the Georgia Uniform Commercial Code, only the counterpart delivered, conveyed, and assigned to the Purchaser shall be deemed the original.

ESCROW AGREEMENT

Peachtree City Governmental Finance Corporation ("Lessor"), a Georgia nonprofit corporation, and Peachtree City ("Lessee"), a municipal corporation of the State of Georgia, hereby deliver to Branch Banking and Trust Company, a North Carolina state banking corporation, as escrow agent (the "Escrow Agent"), the sum of $_________, RECEIPT OF WHICH THE ESCROW AGENT HEREBY ACKNOWLEDGES, for deposit of $_________ into the Capitalized Interest Fund (as hereinafter defined), $_________ into the Delivery Costs Fund (as hereinafter defined), and $_________ into Account #1 of the Project Fund (as hereinafter defined), to be held and disposed of by the Escrow Agent upon the terms and conditions hereinafter set forth to which the undersigned hereby agree as follows:

Section 1. Receipt of Lease. The Escrow Agent hereby acknowledges receipt of a true and correct copy of an executed Master Lease and Option Agreement (the "Lease"), dated the date hereof, as supplemented by Lease Schedule 1, dated the date hereof, between Lessor and Lessee, whereby Lessor leases to Lessee, and Lessee leases from Lessor, certain real and personal property located in Fayette County, Georgia.

Section 2. Definitions. All capitalized terms used in this Escrow Agreement and not otherwise defined herein shall have the meanings specified in the Lease.

Section 3. Appointment of Escrow Agent. Lessee and Lessor hereby appoint the Escrow Agent as their escrow agent, and the Escrow Agent hereby accepts the foregoing appointment as escrow agent upon the terms and conditions set forth herein. The Project Fund, the Capitalized Interest Fund, and the Delivery Costs Fund (collectively the "Funds") shall be held in the name and for the account of Lessee and for the benefit of Lessor or its assignee (including the Purchaser), and all interest earned with respect to the Funds shall be applied as expressly set forth herein. The Escrow Agent shall have legal title to the Funds. The Escrow Agent agrees to accept the deposits with the Escrow Agent provided for hereunder, and further agrees to hold the amounts so deposited together with all interest and other additions received with respect thereto in trust on the express terms and conditions set forth herein.

Section 4. Project Fund. (a) Creation. There is hereby created by Lessee and Lessor and established with the Escrow Agent a special and irrevocable trust fund in the name and for the account of Lessee and for the benefit of Lessor or its assignee (including the Purchaser), to be designated the "Project Fund." There is hereby created and established with the Escrow Agent an account within the Project Fund to be designated "Account #1."

(b) Accounts. Lessor and Lessee shall establish within the Project Fund a separate account for each Project. Any moneys received by the Escrow Agent from Lessor for the purpose of paying the costs of acquiring, constructing, and installing any Project shall be deposited in the related account of the Project Fund. The moneys in each account of the Project Fund shall be applied to the payment of the costs of the Project for which such account was established.

(c) Non-Construction Costs. Moneys deposited in the Project Fund shall be paid out from time to time by the Escrow Agent on the requisition of Lessee delivered pursuant to this Section 4(c), in order to pay, or as reimbursement for payment made, for the costs of any Project other than the costs which are properly payable to the appropriate contractors pursuant to the Construction Contracts (referred to in this Section 4 as "non-construction costs"), in each case within three (3) banking days after receipt by the Escrow Agent of a requisition described below together with bills of sale, invoices, or other evidence satisfactory to the Escrow Agent that such costs are due and owing or have been incurred and previously paid by or on behalf of Lessee or Lessor. Each requisition shall be approved by Lessor and shall certify:

(1) the item number of such requisition, the name of the Person to whom each such payment is due, each amount to be paid or reimbursed, the general classification of the costs for which each obligation to be paid was incurred, and that such costs were incurred for or in connection with the applicable Project;

(2) that such costs have been incurred by, or on behalf of, Lessor and are presently due and payable or have been paid by Lessee or Lessor and are reimbursable hereunder and each item thereof is a proper charge against the applicable account of the Project Fund and has not been paid or reimbursed, as the case may be;

(3) that no part of such costs was included in any other requisition previously filed with the Escrow Agent under the provisions hereof;

(4) that there has not been filed with or served upon Lessee or Lessor any notice of any lien, right to a lien, or attachment upon or claim affecting the right of any Person to receive payment of the respective amount stated in such requisition;

(5) that the necessary permits and approvals, if any, required for that portion of the Project for which such withdrawal is to be made have been issued and are in full force and effect; and

(6) that the withdrawal and use of the Project Fund moneys for the purpose intended will not cause any of the representations or certifications contained in the Lease to be untrue.

(d) Construction Costs. Moneys deposited in the Project Fund shall be paid out from time to time by the Escrow Agent in order to pay, or as reimbursement for payment made, for the costs of any Project which constitute costs which are properly payable to the appropriate contractors pursuant to the Construction Contracts (referred to in this Section 4 as "construction costs"), in each case within three (3) banking days after receipt by the Escrow Agent of a disbursement request described below, in accordance with the following procedures:

(1) Not more frequently than monthly and in an amount not less than $10,000, Lessee shall submit to the Escrow Agent an application for payment in the form specified in Section 4(c) hereof.

(2) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Architect, and the Architect shall certify to the

Escrow Agent and Lessor as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

(3) The Architect shall determine the "maximum allowable disbursement" by adding to the cost of completed construction to date (as determined by the Architect on the basis of its review of the requisition and cost breakdown) any allowable non-construction disbursements related to the Project.

(4) The disbursement to be made by the Escrow Agent shall be the "maximum allowable disbursement" as determined under (3) above less: (A) the percentage of the cost of completed construction specified in the Construction Contracts to be retained (hereinafter referred to as the "Retainage") and (B) the amounts previously disbursed by the Escrow Agent. The Retainage (but in no event more than the balance in the related account of the Project Fund less amounts retained or set aside to meet costs not then due and payable or which are being contested) under any Construction Contract shall be disbursed by the Escrow Agent only after (A) such contract shall have been performed to the satisfaction of Lessee, as evidenced by the execution of the final requisition, (B) the certificate and report or endorsement of the title insurance required by subsection (h)(2) of this Section 4, and (C) the Escrow Agent shall have received from the contractor under such Construction Contract a lien waiver or an affidavit to the effect that such contractor and all of its subcontractors and suppliers of labor and materials have been paid in full (which lien waiver or affidavit must be in form and substance sufficient as a matter of law to dissolve all liens or claims of lien for labor or service performed or rendered and materials supplied or furnished, in connection with the construction and installation of the Project).

(e) Limit on Disbursements. Notwithstanding any other term or provision set forth herein, the Escrow Agent shall limit the total amount disbursed from each account of the Project Fund at any time to an amount which, when deducted from the total amount in such account, leaves a balance to be disbursed which is equal to the cost of completion of the related Project (including all remaining non-construction costs) plus the Retainage.

(f) Disbursement Payees. The Escrow Agent may, in its discretion and with the prior written approval of Lessee, make all disbursements or any disbursement directly to Lessee, or to subcontractors, laborers, materialmen, or persons furnishing labor, services, or materials used or to be used on or in the construction of the Project (including authorized extras) or to any combination of them. Any such disbursement shall be deemed to have been made to Lessee or for its account.

(g) Reports. Lessee shall submit to Lessor and the Escrow Agent monthly progress reports concerning each Project, including certificates of the Architect or any contractor as Lessor may reasonably require, showing:

(1) the value of construction existing at that time;

(2) that all outstanding claims for labor, materials, fixtures, furnishings, equipment, and other work have been paid or provided for in accordance with the requirements of the Lease;

(3) that there are no Liens outstanding or unpaid prior to the Security Deed other than Permitted Encumbrances;

(4) that all construction has been done without material deviation from the Plans and Specifications; and

(5) that the Surety Bonds required by Section 8.01(c) of the Lease are in full force and effect.

(h) General Conditions. The Escrow Agent shall not make any disbursement from the Project Fund unless each and all of the conditions precedent set forth below shall have been met and complied with in full:

(1) if the disbursement is for "construction costs," Lessee shall have furnished to the Escrow Agent evidence that the Builder's Risk - Completed Value Form insurance required by Section 8.01(c) of the Lease is in full force and effect;

(2) at the time of each disbursement Lessee shall deliver to the Escrow Agent a certificate and report of title or endorsement of the title insurer that the Security Deed is a valid first lien on the Premises and improvements thereon, free and clear of all prior Liens and exceptions of title except Permitted Encumbrances; and

(3) at the time each disbursement is made pursuant to this Section 4 as a reimbursement to Lessee, Lessee shall deliver to the Escrow Agent evidence satisfactory to the Escrow Agent of contemporaneous or prior payment by Lessee to the appropriate contractor or supplier under the Construction Contracts or other person of the amount then and theretofore approved for payment.

(i) Liens. Except for Liens constituting Permitted Encumbrances, if any notice of lien shall be filed against the Facilities or any part thereof related to any Project or if any interim title examination discloses any intervening Lien, the Escrow Agent shall, if directed by Lessor, suspend further disbursements from the related account of the Project Fund until such Lien shall have been discharged of record or proceedings to contest such Lien pursuant to Section 9.06 of the Lease shall have been instituted.

(j) Personal Property. The Escrow Agent shall not make any disbursements from the Project Fund for any personal property with respect to which a security interest under the Uniform Commercial Code of the State may be perfected unless the Escrow Agent shall have first received the following:

(1) copies of the financing statements and any other document filed in favor of Lessor covering the personal property with respect to which a disbursement is requested,

(2) copies of the bills of sale or other documentation evidencing that title to such property has been taken in the name of Lessor, and

(3) copies of the Certificates of Acceptance required by Section 3.02 of the Lease.

(k) Excess Moneys. If after the Completion Date of any Project there shall remain any moneys in the related account of the Project Fund in excess of amounts retained or set aside to meet costs not then due and payable or which are being contested, the Escrow Agent shall (1) deposit such moneys in another account of the Project Fund for a Project contained on the related Lease Schedule, or (2) pay such moneys to the Lessee as compensation for its services as project manager for the Project, as directed by Lessee.

Section 5. Capitalized Interest Fund. There is hereby created by Lessee and Lessor and established with the Escrow Agent a special and irrevocable trust fund in the name and for the account of Lessee and for the benefit of Lessor or its assignee (including the Purchaser), to be designated the "Capitalized Interest Fund." The Escrow Agent shall disburse moneys from the Capitalized Interest Fund to Lessor in the amounts and on each of the dates shown on Exhibit A attached hereto and thereafter, until exhausted, to pay the interest component of Rental Payments.

Section 6. Delivery Costs Fund. There is hereby created by Lessee and Lessor and established with the Escrow Agent a special and irrevocable trust fund in the name and for the account of Lessee and for the benefit of Lessor or its assignee (including the Purchaser), to be designated the "Delivery Costs Fund." Moneys in the Delivery Costs Fund shall be disbursed to pay the costs of executing and delivering each Lease Schedule, upon written instructions from Lessee to the Escrow Agent describing in reasonable detail the costs to be paid and the persons to whom payment is to be made. Any moneys remaining in the Delivery Costs Fund on the date which is ninety (90) days after the Commencement Date for a related Lease Schedule, shall be withdrawn by the Escrow Agent and deposited into a related account of the Project Fund, as directed by Lessee.

Section 7. Application of Funds Upon Event of Default, Event of Nonrenewal, or Event of Nonappropriation. Notwithstanding anything in this Escrow Agreement to the contrary, in the event that Lessor or its assignee provides to the Escrow Agent written notice of the occurrence of an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation under the Lease, the Escrow Agent shall thereupon promptly remit to Lessor or its assignee, on or before any payment date specified in the Lease, all amounts then held in the Funds, to be applied to pay Lessor or its assignee (i) the amount of all unpaid Rental Payments, if any, which are then due and owing, together with interest and late charges thereon, (ii) the then applicable Purchase Price (taking into account the payment of past due Rental Payments as aforesaid), and (iii) any other amounts due under the Lease, including indemnity payments under Section 13.03, and reimbursement of any advances and other amounts payable to Lessor thereunder, including Additional Rentals.

Section 8. Investments. Any moneys held as part of the Funds shall be invested and reinvested in Permitted Investments (as hereinafter defined) by the Escrow Agent, but only at the written request of and as specified by Lessee. Any such investments shall be held by or under the control of the Escrow Agent and shall be deemed at all times a part of the particular Fund and account therein, as the case may be, and the interest accruing thereon and any profit realized from such investments shall be credited as set forth below, and any loss resulting from such investments shall be charged to such Fund and account therein. The Escrow Agent is directed to sell and reduce to cash funds a sufficient amount of such investments whenever the cash balance in any Fund or account is insufficient for the uses prescribed for moneys held in such Fund or account. In computing the assets of any Fund or account, investments and accrued interest thereon shall be deemed a part thereof. Such investments shall be valued at cost plus amortized discount or the face value thereof, whichever is lower. The Escrow Agent shall not be liable for any depreciation in the value of any obligations in which moneys of Funds or accounts shall be invested, as aforesaid, or for any loss arising from any investment. Such investments shall be made only as follows:

(i) moneys in the Project Fund and the accounts therein and in the Delivery Costs Fund, only in Permitted Investments maturing or redeemable at the option of the holder in such amounts and on such dates as may be necessary to provide moneys to meet the payments from the Project Fund or the Delivery Costs Fund, as the case may be, and

(ii) moneys in the Capitalized Interest Fund only in obligations described in clauses (2) and (3) of the definition of Permitted Investments maturing or redeemable at the option of the holder not later than one hundred eighty (180) days from the date of purchase thereof.

For purposes of this Escrow Agreement, "Permitted Investments" means:

(1) obligations of the State of Georgia or of other states;

(2) obligations issued by the United States government;

(3) obligations fully insured or guaranteed by the United States government or a United States government agency;

(4) obligations of any corporation of the United States government;

(5) prime bankers' acceptances;

(6) the local government investment pool established by Section 36-83-8 of the Official Code of Georgia Annotated;

(7) repurchase agreements;

(8) obligations of other political subdivisions of the State of Georgia; and

(9) certificates of deposit of banks which have deposits insured by the Federal Deposit Insurance Corporation; provided, however, that portion of such certificates of deposit in excess of the amount insured by the Federal

Deposit Insurance Corporation must be secured by direct obligations of the State of Georgia or the United States which are of a par value equal to that portion of such certificates of deposit which would be uninsured.

All interest accruing from investments of moneys in the Funds and any profit realized therefrom shall be allocated as follows:

(a) interest and profits from the investment of moneys in each account of the Project Fund shall be retained in such account of the Project Fund;

(b) interest and profits from the investment of moneys in the Capitalized Interest Fund shall be retained in the Capitalized Interest Fund; and

(c) interest and profits from the investment of moneys in the Delivery Costs Fund shall be retained in the Delivery Costs Fund.

Monies in each of the Funds and the accounts therein shall be accounted for as a separate and special fund or account apart from all other funds or accounts held hereunder, provided that investments of monies therein may be made in a pool of investments together with other monies held hereunder so long as sufficient Permitted Investments in such pool, not allocated to other investments of contractually or legally limited duration, are available to meet the requirements of the foregoing provisions of this Section.

Section 9. Amounts Remaining in Funds. Any amounts remaining in the Funds, after payment in full of the Rental Payments, Additional Rentals, and the fees, charges, and expenses of the Escrow Agent, shall be promptly paid to Lessee as a refund of excess Rental Payments under the Lease.

Section 10. Segregation of Funds. The Escrow Agent shall at all times segregate each Fund and each account therein into an account maintained for that express purpose, which shall be clearly identified on the books and records of the Escrow Agent as being held in its capacity as escrow agent. Securities and other negotiable instruments comprising each Fund and each account therein from time to time shall be held or registered in the name of the Escrow Agent (or its nominee). Each Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto.

Section 11. Escrow Agent Protections. (a) The Escrow Agent shall have no liability for acting upon any written instruction presented pursuant to this Escrow Agreement which the Escrow Agent in good faith believes to be genuine. Furthermore, the Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct, or bad faith.

(b) Lessee hereby agrees, to the extent permitted by applicable law, to indemnify and save the Escrow Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to the Escrow Agent's negligence, willful misconduct, or bad faith. No indemnification will be made under this Section or elsewhere in this Escrow Agreement for willful misconduct, negligence, or bad faith by the Escrow Agent or its officers, agents, employees, successors, or assigns.

(c) The Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of the Escrow Agent's duties hereunder and shall not be held to any liability for acting in accordance with advice so received.

(d) In the event of any disagreement between the undersigned or any of them, or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, the Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing the Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing the Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal to comply with such conflicting or adverse demands, and the Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(1) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(2) all differences shall have been adjusted by agreement and the Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

Section 12. Fees and Expenses of Escrow Agent. (a) Lessee shall pay the reasonable fees of the Escrow Agent for the services performed by it under this Escrow Agreement. In addition, Lessee shall reimburse the Escrow Agent for all out-of-pocket expenses reasonably incurred by it hereunder (including, without limitation, fees of counsel). A statement of the fees and out-of-pocket expenses owed to the Escrow Agent by Lessee shall be mailed periodically to Lessee at the mailing address set forth herein.

(b) All fees and out-of-pocket expenses charged by the Escrow Agent shall be paid by Lessee within thirty (30) days after receipt of the statement therefor as provided in Section 12(a), but only from legally available funds of Lessee.

Section 13. Reports. Within fifteen (15) days after the Escrow Agent's receipt of a written request from Lessee or Lessor for such information, the Escrow Agent shall provide to the requesting party a written summary of the receipts, disbursements, and status of moneys and investments in each account of the Project Fund, the Capitalized Interest Fund, and the Delivery Costs Fund.

Section 14. Resignation and Removal. The Escrow Agent may at any time resign by giving at least 30 days' prior written notice to Lessee and Lessor, but such resignation shall not take effect until the appointment of a successor escrow agent. In addition, the Escrow Agent may be removed at any time, with or without cause, by an instrument in writing executed by Lessor and Lessee. In the event of any resignation or removal of the Escrow Agent, a successor escrow agent shall be appointed by an instrument in writing executed by Lessor and Lessee. Any successor escrow agent shall be a commercial bank or trust company organized and doing business under the laws of the United States or any state thereof, which possesses and is exercising trust powers within or without the State and which has a combined capital and surplus of at least $25,000,000. Such successor escrow agent shall indicate its acceptance of such appointment by an instrument in writing delivered to Lessor, Lessee, and the predecessor escrow agent. Thereupon such successor escrow agent shall, without any further act or deed, be fully vested with all the trusts, powers, rights, duties, and obligations of the escrow agent under this Escrow Agreement, and the predecessor escrow agent shall deliver all moneys and securities held by it under this Escrow Agreement to such successor escrow agent.

Section 15. Termination. This Escrow Agreement and the escrow established hereunder shall terminate upon disbursement by the Escrow Agent of all amounts contained in the Funds in accordance with this Escrow Agreement.

Section 16. Notices. All notices and other communications provided for hereunder shall be in writing and, if to Lessee, mailed or delivered to it, addressed to it at Peachtree City, 151 Willowbend Road, Peachtree City, Georgia 30269, Attention: City Manager; if to Lessor, mailed or delivered to it, addressed to it at Peachtree City Governmental Finance Corporation, 151 Willowbend Road, Peachtree City, Georgia 30269, Attention: President, with a copy to Branch Banking and Trust Company, P.O. Box 31273, Charlotte, North Carolina 28231, Attention: Governmental Finance; and if to the Escrow Agent, mailed or delivered to it, addressed to it at Branch Banking and Trust Company, P.O. Box 31273, Charlotte, North Carolina 28231, Attention: Governmental Finance, or as to any party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall be effective within three days after being deposited in the mails, addressed as aforesaid, or upon delivery if delivered by courier, except that directions to the Escrow Agent shall be effective only upon actual receipt by the Escrow Agent.

Section 17. Assignment and Binding Effect. (a) This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

(b) This Escrow Agreement may be sold, assigned, reassigned, or otherwise disposed of in whole or in part to one or more successors, grantors, holders, assignees, or subassignees by Lessor, at any time subsequent to its execution without the necessity of obtaining the consent of Lessee or the Escrow Agent. Each such assignee shall have all of the rights and remedies but none of the obligations or liabilities of Lessor under this Escrow Agreement. Upon any sale, disposition, assignment, or reassignment of any of Lessor's right, title, or interest in this Escrow Agreement, Lessee and the Escrow Agent shall be provided with a duplicate original counterpart of the document by which the sale, disposition, assignment, or reassignment is made, disclosing the name and address of each such successor, grantor, holder, assignee, or subassignee; provided, however, that if such assignment is made to a bank or trust company as trustee or paying or escrow agent for holders of any interests in the Lease, it shall be sufficient that a copy of the agency or trust agreement shall have been deposited with Lessee and the Escrow Agent. Upon any such assignment, all appointments, designations, representations, warranties, covenants, assurances, remedies, title, interest, privileges, directions, permits, licenses, and rights of every kind whatsoever herein conferred upon Lessor shall be deemed to be conferred also upon the assignee, as if the assignee, rather than Lessor, had originally entered into this Escrow

Agreement. Lessee and the Escrow Agent agree that the assignments made of this Escrow Agreement shall not subject the assignee to or transfer or pass or in any way affect or modify any obligation of Lessor under this Escrow Agreement, it being understood and agreed that all such obligations of Lessor shall be and remain enforceable only against Lessor.

(c) Contemporaneously with the execution and delivery of this Escrow Agreement, Lessor shall execute and deliver the Assignment. Lessee hereby acknowledges receipt of the Assignment for purposes of Section 17(b) hereof. Lessee hereby assents to the assignment and conveyance made in the Assignment. The Purchaser shall have all rights and remedies herein accorded to Lessor, and any reference herein to Lessor shall be deemed, with the necessary changes in detail, to include the Purchaser, and the Purchaser is deemed to be and is a third party beneficiary of the representations, covenants, and agreements of Lessee herein contained.

(d) This Escrow Agreement may not be sold, assigned, or encumbered by Lessee without the prior written consent of Lessor.

Section 18. **Entire Agreement.** This Escrow Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof.

Section 19. **Severability.** In the event any provision of this Escrow 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 20. **Amendments.** The terms and provisions of this Escrow Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written instrument signed by all parties hereto; nor shall any such amendment that affects the rights of Lessor's assignee be effective without such assignee's written consent.

Section 21. **Execution in Counterparts.** This Escrow 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 22. **Applicable Law.** This Escrow Agreement shall be governed by and construed in accordance with the laws of the State.

Section 23. **Captions.** The captions or headings in this Escrow Agreement are for convenience only and no way define, limit, or describe the scope or intent of any provisions or sections of this Escrow Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed by their duly authorized officers as of this ____ day of September 2007.

PEACHTREE CITY,
as Lessee

By:______________________________
Mayor

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION, as Lessor

By:______________________________
President

BRANCH BANKING AND TRUST COMPANY, as Escrow Agent

By:______________________________
Authorized Officer

EXHIBIT A

CAPITALIZED INTEREST FUND DISBURSEMENT SCHEDULE

Disbursement Date	Disbursement Amount
None	None

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After recording, please return to:
Kilpatrick Stockton LLP
1100 Peachtree Street - Suite 2800
Atlanta, Georgia 30309-4530
Attn: Eunice Smith

STATE OF GEORGIA)
)
FAYETTE COUNTY)

SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of September 2007, among **BRANCH BANKING AND TRUST COMPANY** ("Purchaser"), a North Carolina state banking corporation, **PEACHTREE CITY** ("Lessee"), a municipal corporation of the State of Georgia, and **PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION** ("Lessor"), a Georgia nonprofit corporation;

WITNESSETH:

WHEREAS, Lessor has entered into a Master Lease and Option Agreement, dated September ___, 2007, as supplemented by Lease Schedule 1, dated the date hereof (collectively the "Lease"), with Lessee, under the terms of which Lessor agreed (1) to assign its rights to receive rental payments under the Lease to Purchaser, (2) to use the proceeds of such assignment to pay the costs of acquiring, constructing, and installing the facilities and equipment described in the Lease (the "Facilities"), to be located on the land described in Exhibit A attached hereto (as the same may be supplemented from time to time) and incorporated herein by reference, and (3) to lease the Facilities to Lessee; and

WHEREAS, pursuant to the terms of a Deed to Secure Debt (the "Security Deed"), dated the date hereof, from Lessor to Purchaser, Lessor granted to Purchaser a first lien on and first security title to certain real property constituting the Facilities, as security for the obligations of Lessee under the Lease and the obligations of Lessor under the Lessor Contracts (as defined in the Lease); and

WHEREAS, Lessee has agreed that the Lease is and shall be subject and subordinate to the Security Deed, provided Lessee is assured of continued occupancy of the Facilities under the terms of the Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the sum of Ten Dollars ($10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and notwithstanding anything in the Lease to the contrary, it is hereby agreed as follows:

1. Purchaser, Lessee, and Lessor do hereby covenant and agree that the Lease, with all rights, options, liens, and charges created thereby, is and shall continue to be subject and subordinate in all respects to the Security Deed and to any renewals, modifications, consolidations, replacements, and extensions thereof.

2. Purchaser does hereby agree with Lessee that, so long as Lessee complies with and performs its obligations under the Lease (a) Purchaser will take no action which will interfere with or disturb Lessee's possession or use of the Facilities or other rights under the Lease, (b) insurance proceeds and condemnation awards shall be applied as provided for in the Lease, notwithstanding any contrary provisions in the Security Deed, (c) Lessee will not be named or joined in any proceeding to enforce the Security Deed unless such be required by law in order to perfect the proceeding, (d) enforcement of the Security Deed shall not terminate the Lease or disturb Lessee in the possession and use of the Facilities (except in the case where Lessee is in default beyond the period, if any, provided in the Lease to remedy such default), and (e) Purchaser or any party succeeding to the interest of Lessor as a result of the enforcement of the Security Deed shall be bound to Lessee, and Lessee shall be bound to it, under all the terms, covenants, and conditions of the Lease from the date of succeeding to such interest and for the balance of the term of the Lease, including extended terms, with the same force and effect as if such party were the original lessor under the Lease; provided, however, that Purchaser shall not be liable for any act or omission of any prior lessor, or subject to any offsets or defenses which Lessee might have against any prior lessor except those which arose out of such lessor's default and accrued after Lessee had notified Purchaser and given Purchaser an opportunity to cure the same as hereinbelow provided.

3. Lessee does hereby agree with Purchaser that, in the event Purchaser, or its assigns, becomes the owner of the Facilities by foreclosure, conveyance in lieu of foreclosure, or otherwise, then Lessee shall attorn to and recognize Purchaser as the "Lessor" under the Lease for the remainder of the term thereof, and Lessee shall perform and observe its obligations thereunder, subject only to the terms and conditions of the Lease.

4. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, successors-in-title, and assigns. When used herein, the term "Lessor" refers to Lessor and to any successor to the interest of Lessor under the Lease.

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

6. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Georgia.

7. Except as otherwise defined herein, terms used in this Agreement shall have the meaning assigned to such terms in the Lease.

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

PURCHASER:

Signed, sealed, and delivered in the presence of:

BRANCH BANKING AND TRUST COMPANY

____
Unofficial Witness

By:______________________________
Authorized Officer

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

[Signatures continued on following page]

[Signatures continued from preceding page]

LESSOR:

Signed, sealed, and delivered in the presence of:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

____
Unofficial Witness

By:______________________________
President

(SEAL)

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

Attest:

____
Secretary

LESSEE:

Signed, sealed, and delivered in the presence of:

PEACHTREE CITY

____
Unofficial Witness

By:______________________________
Mayor

(SEAL)

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

Attest:

____
City Clerk

EXHIBIT "A"

DESCRIPTION OF LAND

AGENCY AGREEMENT

This Agency Agreement is made by and between the Peachtree City Governmental Finance Corporation (the "Lessor"), a nonprofit corporation organized and existing under the laws of the State of Georgia, and Peachtree City (the "Lessee"), 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 Lessor and the Lessee have entered into a Master Lease and Option Agreement (the "Lease"), dated September ___, 2007, relating to the acquisition, construction, and installation of facilities (the "Facilities") for the use of the Lessee; and

WHEREAS, the Facilities are to be acquired, constructed, and installed in accordance with plans and specifications supplied by the Lessee; and

WHEREAS, the Lessor and the Lessee have agreed that the acquisition, construction, and installation of the Facilities will be expedited by the appointment of the Lessee as the Lessor's agent in connection with such acquisition, construction, and installation;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

Section 1. The Lessor hereby constitutes and appoints the Lessee as its true and lawful agent for the acquisition, construction, and installation of the Facilities. As the Lessor's agent for such purpose the Lessee shall have all powers necessary or incidental to such purpose, including without limitation, the following:

(a) the power and authority to execute contracts and purchase orders in the name and on behalf of the Lessor in connection with the acquisition, construction, and installation of the Facilities,

(b) the power and authority to purchase in the name and on behalf of the Lessor all materials, supplies, and equipment for the Facilities, and

(c) the power and authority to requisition on behalf of the Lessor (including the signing of checks, drafts, or vouchers in the name and on behalf of the Lessor) moneys held under the Escrow Agreement, dated the date hereof, among the Lessor, the Lessee, and Branch Banking and Trust Company, as escrow agent (the "Escrow Agent"), as may be necessary to make payments under any such contract or purchase order or to make payments for any materials, supplies, or equipment purchased for the Facilities.

The Lessee recognizes and acknowledges its status as agent of the Lessor for such purposes and agrees to act as such in accordance with the terms of this Agreement.

Section 2. It is the intention of this Agreement that the Lessor acquire any property acquired or constructed for the Facilities pursuant to any contract or purchase order executed by the Lessee in the name of the Lessor and that the Lessor acquire any materials, supplies, or equipment purchased for the Facilities by the Lessee in the name of the Lessor; accordingly, title to such property, materials, supplies, and equipment shall pass from the respective suppliers or vendors thereof directly to the Lessor, the Lessee being merely the Lessor's agent for such purposes.

Section 3. Vendors and suppliers of such property, materials, supplies, and equipment and the Escrow Agent may rely upon the existence of the agency relationship created hereby until they receive written notice of the termination of this Agreement or the revocation of such agency relationship.

Section 4. The Lessor's liability under any such contract or purchase order shall be limited solely to (i) the available amounts which may be requisitioned under the Escrow Agreement, (ii) any moneys made available to the Lessor for such payment, and (iii) any revenues, rentals, or receipts derived by the Lessor from the leasing of the Facilities or any part thereof, subject to the assignment of such rentals to Branch Banking and Trust Company. The limited scope of the Lessor's liability shall be conspicuously noted on each such contract or purchase order executed by the Lessee as agent for the Lessor, in the following form:

> "ANY PROPERTY ACQUIRED BY THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION (THE "LESSOR") PURSUANT TO THIS (CONTRACT) (PURCHASE ORDER) WILL BECOME PART OF FACILITIES (THE "FACILITIES") LEASED BY THE LESSOR TO PEACHTREE CITY (THE "LESSEE"). THE LIABILITY OF THE LESSOR FOR THE PAYMENT OF ANY MONEYS THAT MAY COME DUE UNDER THIS (CONTRACT) (PURCHASE ORDER) IS LIMITED SOLELY TO (i) THE AVAILABLE AMOUNTS WHICH MAY BE REQUISITIONED UNDER THE ESCROW AGREEMENT AMONG THE LESSEE, THE LESSOR, AND BRANCH BANKING AND TRUST COMPANY, AS ESCROW AGENT, (ii) ANY MONEYS MADE AVAILABLE TO THE LESSOR FOR SUCH PAYMENT, AND (iii) ANY REVENUES, RENTALS, OR RECEIPTS DERIVED BY THE LESSOR FROM THE LEASING OF THE FACILITIES OR ANY PART THEREOF, SUBJECT TO THE ASSIGNMENT OF SUCH RENTALS TO BRANCH BANKING AND TRUST COMPANY."

Section 5. Any and all contracts executed by the Lessee in connection with the acquisition, construction, and installation of the Facilities shall be in the Lessee's capacity as agent for the Lessor, and the Lessee shall have no liability for payment or performance of such contractual obligations except in its capacity as agent for the Lessor hereunder.

Section 6. The Lessee shall, to the extent permitted by applicable law, indemnify the Lessor and hold it harmless against any and all liability (including reasonable attorneys' fees and expenses of the Lessor) of any nature whatsoever incurred by the Lessor as a result of the exercise by the Lessee of the powers and authority conferred on it by this Agreement. The aforesaid indemnity agreement shall survive the termination of this Agreement.

Section 7. This Agreement shall remain in effect until terminated by written notice from either party delivered to the other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names and have caused this Agreement to be dated September ___, 2007.

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:______________________________
President

Attest:

____
Secretary

PEACHTREE CITY

(SEAL)

By:______________________________
Mayor

Attest:

____
City Clerk

--*Space Above This Line for Recorder's Use*--

After recording, please return to:
Kilpatrick Stockton LLP
1100 Peachtree Street - Suite 2800
Atlanta, Georgia 30309-4530
Attn: Eunice Smith

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

as Grantor

to

BRANCH BANKING AND TRUST COMPANY

as Grantee

DEED TO SECURE DEBT

Dated September ___, 2007

THIS INSTRUMENT IS A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF SUCH TERM IN SECTION 11-9-313(1)(c) AND SECTION 11-9-313(6) OF THE OFFICIAL CODE OF GEORGIA ANNOTATED.

THIS SECURITY DEED CONSTITUTES A SECURITY AGREEMENT UNDER THE GEORGIA UNIFORM COMMERCIAL CODE.

NOTE TO TAX OFFICIAL: THIS INSTRUMENT SECURES A LEASE OBLIGATION AND DOES NOT SECURE A NOTE, AND THE GRANTOR IS A NON-PROFIT PUBLIC CORPORATION. CONSEQUENTLY, THIS INSTRUMENT IS NOT SUBJECT TO THE INTANGIBLE RECORDING TAX. SEE RULE 560-11-8-.14(1) AND (4) OF THE RULES AND REGULATIONS OF THE GEORGIA DEPARTMENT OF REVENUE.

TABLE OF CONTENTS

(This Table of Contents is not a part of the Deed to Secure Debt
but is for convenience of reference only)

Page

STATE OF GEORGIA)
)
COUNTY OF FAYETTE)

DEED TO SECURE DEBT

THIS INDENTURE, dated September ___, 2007, from the **PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION** (the "Lessor"), a nonprofit corporation organized and existing under the laws of the State of Georgia, to **BRANCH BANKING AND TRUST COMPANY** (the "Purchaser");

W I T N E S S E T H:

WHEREAS, the Lessor has entered into a Master Lease and Option Agreement, dated September ___, 2007, as supplemented by Lease Schedule 1, dated the date hereof (collectively the "Lease"), with Peachtree City (the "Lessee"), under the terms of which the Lessor agreed (1) to assign its rights to receive rental payments under the Lease to the Purchaser, (2) to use the proceeds of such assignment to pay the costs of acquiring, constructing, and installing the facilities and equipment described in the Lease (the "Facilities"), and (3) to lease the Facilities to the Lessee; and

WHEREAS, the Lessor has agreed under the terms of the Lease to grant to the Purchaser a first lien on and first security title to certain real property constituting the Facilities, as security for the Obligations (as hereinafter defined);

NOW, THEREFORE:

The Lessor, in consideration of the foregoing premises, the obligations hereinafter mentioned, the sum of Ten Dollars ($10.00) in hand paid, and other good and valuable consideration, all of which the Lessor acknowledges receiving as legally sufficient consideration at or prior to the execution and delivery of this Security Deed, in order to secure the payment and performance of the Obligations (as hereinafter defined), does hereby grant, bargain, convey, transfer, assign, and sell unto the Purchaser the following property, rights, titles, interests, and estates:

GRANTING CLAUSE

The fee simple estate and all other estates, rights, title, and interest of the Lessor in, to, and under all those tracts or parcels of land situated in Fayette County, Georgia, described in Exhibit A attached hereto (as the same may be supplemented from time to time) and incorporated herein by reference (the "Land"), (1) together with all buildings, structures, additions, railroad spur tracks and sidings, and other improvements of every kind and description now or hereafter located on the Land or on any part or parcel thereof, and all extensions, betterments, and replacements thereof, with all and singular the tenements, hereditaments, servitudes, appurtenances, rights, powers, benefits, options, privileges, and immunities now or hereafter belonging or in anywise appertaining to the Land, (2) together with all fixtures (whether actually or constructively attached or affixed to the Land or to any buildings, structures, or other improvements located thereon and including all trade, domestic, and ornamental fixtures), (3) together with all and singular the easements and riparian and littoral rights now or hereafter thereunto belonging or in anywise appertaining, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise), (4) together with the reversion or reversions and remainder or remainders of the Land, (5) together with the minerals, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter located on, under, or above the Land or any part or parcel thereof, (6) together with all of the water, sanitary, and storm sewer systems which are now or hereafter located by, over, and upon the Land, or any part and parcel thereof, which water system includes all water mains, service laterals, hydrants, valves and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances, and (7) together with all highways, roads, streets, alleys, and other public thoroughfares bordering on or adjacent to the property hereinbefore described, all land lying within such highways, roads, streets, alleys, and other public thoroughfares, all heretofore or hereafter vacated highways, roads, streets, alleys, and public thoroughfares and all strips and gores adjoining or within such property, and all paving for streets, roads, walkways, or entrance ways which are now or hereafter located on the Land or any part or parcel thereof, it being the intention of the parties hereto that, so far as may be permitted by law, all property of the character hereinabove described which is affixed or attached or annexed to the Land shall be and remain or become and constitute a portion of the Land and the collateral encumbered by and subject to the security title of this Security Deed (the property described in this GRANTING CLAUSE is hereinafter sometimes referred to as the "Premises").

IN EACH CASE, whether now owned or hereafter acquired by the Lessor and howsoever its interest therein may arise or appear (whether by ownership, lien, security interest, claim, or otherwise) and whether due or to become due and whether or not earned by performance;

TO HAVE AND TO HOLD the Premises to the only proper use, benefit, and behoof of the Purchaser and its successors and assigns, forever, in fee simple.

SUBJECT ONLY to Permitted Encumbrances (as hereinafter defined).

The Lessor warrants that it has good and marketable fee simple title to the Premises and other property described and conveyed pursuant hereto and all rights and interests relating thereto, that it is lawfully seized and possessed of the Premises, and that it has the right to convey and assign the Collateral, and that the Collateral is free and clear of every mortgage, lien, encumbrance, or charge, other than Permitted Encumbrances. The Lessor has acquired or will lawfully acquire and own the Collateral and, subject to the provisions of this Security Deed concerning release of property, will forever warrant and defend the title to the Collateral unto the Purchaser against the claims and demands of all persons whomsoever, except those claiming under Permitted Encumbrances.

THIS INSTRUMENT IS A DEED passing legal title pursuant to the laws of the State of Georgia governing deeds to secure debt and is not a mortgage. This Security Deed is made and intended to secure the payment and performance of the Obligations.

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 101. <u>Definitions</u>. The following words and terms shall have the meanings set forth below, unless the context clearly indicates otherwise.

"Collateral" means, collectively, the Premises and the Property which is the subject of a grant of a security interest in Section 202 hereof.

"Event of Default" is defined in the Lease.

"Event of Nonappropriation" is defined in the Lease.

"Event of Nonrenewal" is defined in the Lease.

"Facilities" is defined in the recitals of this Security Deed.

"Land" is defined in the GRANTING CLAUSE of this Security Deed.

"Lease" means the Lease defined in the recitals of this Security Deed, as amended, modified, or supplemented from time to time.

"Lessor" means the party named as such on the first page of this Security Deed, its legal representatives, successors, and assigns.

"Lessor Contracts" is defined in the Lease.

"Lien" means any interest in Property securing an obligation owed to, or a claim by, a person other than the owner of the Property, whether such interest is based on the common law, statute, or contract, and including, but not limited to, the security interest, security title, or lien arising from a security agreement, mortgage, deed of trust, security deed, encumbrance, pledge, conditional sale, or trust receipt or a lease, consignment, or bailment for security purposes. The term "Lien" shall include reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases, and other title exceptions and encumbrances affecting Property. For the purpose of this Security Deed, the Lessor shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other person for security purposes.

"Obligations" means all obligations, liabilities, covenants, agreements, and duties owing, arising, due, or payable from the Lessee or the Lessor to the Purchaser of any kind or nature, present or future, whether or not evidenced by any note or other instrument, whether direct or indirect (including those acquired by assignment), absolute or contingent, primary or secondary, due or to become due, now existing or hereafter acquired, including, without limitation, those arising from or in connection with the Lease and the other Lessor Contracts, together with all renewals, extensions, replacements, consolidations, and modifications thereof, in each case whether for principal, interest, fees, expenses, or any and all additional advances made by the Purchaser to protect or preserve the Collateral or the lien, security interest, and security title created hereby in the Collateral, for taxes, assessments, or insurance premiums, or for the performance of any of the Lessee's or the Lessor's obligations hereunder or under the Lease, the other Lessor Contracts, or otherwise. Notwithstanding the foregoing, Obligations shall not include any Obligations not related to the Facilities, the Lease, or the other Lessor Contracts.

"Permitted Encumbrances" is defined in the Lease.

"Premises" is defined in the GRANTING CLAUSE of this Security Deed.

"Property" means any interest in any kind of property or asset, whether real, personal, or mixed, or tangible or intangible.

"Purchaser" means the party named as such on the first page of this Security Deed together with any successors or assigns.

"Security Deed" means this Deed to Secure Debt, as the same may be modified, amended, or supplemented from time to time.

Section 102. Interpretations. Except as otherwise defined herein, terms used in this Security Deed shall have the meaning assigned to such terms in the Lease. The table of contents and article and section headings of this Security Deed are for reference purposes only and shall not affect its interpretation in any respect. 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.

[End of Article I]

ARTICLE II

SECURITY AGREEMENT

Section 201. Security Agreement. This Security Deed is hereby made and declared to be a security agreement granting a security interest in the property described in Section 202 hereof pursuant to Article 9 of the Uniform Commercial Code as enacted in the State of Georgia, in order to allow the Purchaser to proceed as to both (1) the Premises and (2) the property encumbered in Section 202 below in accordance with its rights and remedies in respect of the Premises, as allowed by Section 11-9-501(4) of the Official Code of Georgia Annotated, as amended. The remedies upon an Event of Nonappropriation, an Event of Nonrenewal, or an Event of Default in the security agreement contained in this Security Deed shall be (1) as prescribed in Article IV hereof, (2) as prescribed by general law, (3) as prescribed in the Lease, and (4) as prescribed by the specific statutory consequences now or hereafter enacted and specified in Article 9 of the Uniform Commercial Code as enacted in the State of Georgia, all in the Purchaser's sole discretion.

Section 202. Grant of Security Interest. To secure the prompt payment and performance of the Obligations, the Lessor hereby grants to the Purchaser a continuing security interest in and Lien upon the following Property and interests in Property of the Lessor: those portions of the Premises constituting personal property or fixtures under the laws of the State of Georgia, and all accessions to, substitutions and replacements for, and products and cash and non-cash proceeds of any or all of the foregoing Collateral, including, without limitation, all payments of insurance (whether or not the Purchaser is the loss payee thereof) and any indemnity, condemnation award, performance, labor, and material payment bond, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to, any of the foregoing Collateral. The security interest granted hereby is subject to Permitted Encumbrances.

[End of Article II]

ARTICLE III

GENERAL COVENANTS AND PROVISIONS

Section 301. Instruments of Further Assurance; Recording. (a) The Lessor covenants that it will do, make, execute, and deliver, or cause to be done, made, executed, and delivered, such amendments or supplements hereto and such further acts, assurances, documents, instruments, certificates, agreements, letters, representations, and transfers as the Purchaser may reasonably require to cure any defect in the Obligations or any other writings secured hereby or executed in connection herewith, in the execution hereof or thereof, or in the description of the Collateral or to better grant, bargain, convey, transfer, assign, and sell unto the Purchaser the Premises granted, bargained, conveyed, transferred, assigned, and sold hereunder, or intended so to be, or to properly evidence or give notice of the Obligations or of each lien securing payment of the Obligations or to perfect and protect the lien, security interest, and security title created by this Security Deed.

(b) The Lessor covenants that (i) upon the execution and delivery of this Security Deed and thereafter, from time to time, it shall cause this Security Deed and each amendment and supplement hereto (or a memorandum with respect hereto or to such amendment or supplement) to be filed, registered, and recorded and to be refiled, reregistered, and rerecorded in such manner and in such places as may be required by any present or future law or by the Purchaser in order to publish notice of and to fully protect the lien, security interest, and security title of this Security Deed upon the Collateral and (ii) it shall perform or cause to be performed from time to time any other act as required by law, and it shall execute or cause to be executed any and all instruments of further assurance that may be necessary for such publication and protection.

Section 302. Warranties of Title. The Lessor will proceed with reasonable diligence to correct any defect in title to the Collateral should any such defect be found to exist after the execution and delivery of this instrument, and in this connection, should it be found after the execution and delivery of this instrument that there exists upon the Collateral any lien or encumbrance, other than a Permitted Encumbrance, equal or superior or subordinate in rank or priority to the lien, security interest, and security title created by this Security Deed, or should any such lien or encumbrance hereafter arise, then, unless the Purchaser is the only holder of such other lien or encumbrance, or the Purchaser shall have given specific prior written consent to the creation or continuation thereof, the Lessor will promptly discharge and remove any such lien or encumbrance from the Collateral.

Section 303. General. For the purpose of better securing payment of the Obligations, the Lessor covenants and agrees with the Purchaser that it shall notify the Purchaser in writing promptly after learning of any event which may materially and adversely affect any of the Collateral or the Purchaser's lien, security interest, or security title on any of the Collateral and shall take such action as may be necessary to preserve the Purchaser's rights affected thereby.

Section 304. Releases of Collateral. Notwithstanding the existence at any time of junior liens or encumbrances on the Collateral, the Purchaser, without notice to anyone and without regard to the consideration, if any, paid therefor, may release any part of the Collateral or any person liable for any part of the Obligations, without in any way affecting the priority of this Security Deed upon any part of the Collateral not expressly released. In addition, the Purchaser may agree with any party directly or indirectly obligated with respect to any part of the Obligations or having any interest in the Collateral to extend the time for payment of any part or all of the Obligations, and such agreement by the Purchaser shall not in any way release or impair the priority of this Security Deed against the right, title, or interest of all parties having any interest in the Collateral junior and inferior to this Security Deed.

Section 305. Subrogation. The Purchaser shall be subrogated to all right, title, equity, liens, and claims of all persons to whom the Purchaser has paid or pays moneys, in settlement of claims, liens, or charges or in acquisition of right or title for the Lessor's benefit under this Security Deed or for the benefit and account of the Lessor.

Section 306. Non-Residential Status of Premises. The Lessor represents and warrants to the Purchaser that neither all of the Premises nor any part thereof is to be used as a dwelling place by the Lessor at the time this Security Deed is entered into and, accordingly, the notice requirement of Sections 44-14-162.2 and 44-14-162.3 of the Official Code of Georgia Annotated shall not be applicable to any exercise of the power of sale contained in this Security Deed.

[End of Article III]

ARTICLE IV

REMEDIES UPON EVENT OF NONAPPROPRIATION, EVENT OF NONRENEWAL, OR EVENT OF DEFAULT

Section 401. **Remedies Upon Event of Nonappropriation, Event of Nonrenewal, or Event of Default.** If an Event of Nonappropriation, an Event of Nonrenewal, or an Event of Default shall occur and is continuing, the Purchaser shall have the right and option to exercise any or all of the following remedies, or any or all other remedies then provided by law or in equity:

(a) The Purchaser may proceed to protect and enforce its rights under this Security Deed by suit in equity, action at law, or other appropriate proceedings, including actions for the specific performance of any covenant or agreement contained in this Security Deed or in aid of the exercise of any power granted in this Security Deed, or may proceed in any other manner to enforce the payment of the Obligations and any other legal or equitable right of the Purchaser.

(b) The Lessor, upon the demand of the Purchaser, shall forthwith surrender the actual possession of, and it shall be lawful for the Purchaser, by such officer or agent as it may appoint, with or without force or process of law, to enter and take possession of, and exclude the Lessor and its agents and servants wholly from, all or any part of the Premises together with the books, papers, and accounts of the Lessor pertaining thereto, without the appointment of a receiver, or an application therefor, and to hold, operate, store, use, control, and manage the same and conduct the business thereof and from time to time make all necessary and appropriate repairs, maintenance, renewals, restorations, replacements, and improvements and procure all necessary and appropriate insurance as desired by the Purchaser; and the Purchaser may lease the Collateral or any part thereof in the name and for the account of the Lessor and collect, receive, and sequester the rents, revenues, issues, earnings, income, products, and profits therefrom and, out of the same and any moneys received from any receiver of any part thereof, pay, or set up proper reserves for the payment of, all proper costs and expenses of so taking, holding, and managing the same, including reasonable compensation to the Purchaser and its agents and counsel and for any charges of the Purchaser hereunder, any taxes and assessments and other charges prior to the lien, security interest, and security title of this Security Deed, and all expenses of such maintenance, repairs, and improvements of the Collateral and apply the remainder of the moneys so received in accordance with the provisions of Section 403 hereof. The Purchaser may complete the construction of any improvements which have been undertaken but not completed, and the Purchaser for such purpose may use all available materials and equipment at the Premises and may acquire all other necessary materials and equipment and employ contractors and other employees. The authority and agency conferred hereby upon the Purchaser shall be deemed to create a power coupled with an interest and shall be irrevocable.

(c) The Purchaser may sell the Premises, or any part thereof or any interest therein separately, at the Purchaser's discretion, with or without taking possession thereof, at public sale before the courthouse door of the county in which the Premises, or any part thereof, is located, to the highest bidder for cash, after first giving notice of the time, place, and terms of such sale by advertisement published once a week for four weeks (without regard for the number of days) in a newspaper in which advertisements of sheriff's sales are published in such county. The advertisement so published shall be notice to the Lessor, and the Lessor hereby waives all other notices. The Purchaser may bid and purchase at any such sale, and credit upon all or any part of the Obligations shall be deemed cash paid for the purposes of this Article. The Purchaser may execute and deliver to the purchaser or purchasers at any such sale a sufficient conveyance of the Premises or any part thereof or interest therein sold. The Purchaser's conveyance may contain recitals as to the occurrence of an Event of Nonappropriation, an Event of Nonrenewal, or an Event of Default under this Security Deed, which recitals shall be presumptive evidence that all preliminary acts prerequisite to such sale and conveyance were duly complied with in all respects. The recitals made by the Purchaser shall be binding and conclusive upon the Lessor, and the sale and conveyance made by the Purchaser shall completely divest the Lessor of all right, title, interest, claim, demand, or equity that the Lessor may have had in, to, and under the Premises, or the part thereof or interest therein sold, and shall vest the same in the purchaser or purchasers at such sale. The Purchaser may hold one or more sales hereunder until the Obligations have been satisfied in full. The Premises or any part thereof may be sold in such parcels, manner, or order as the Purchaser desires, and one or more exercises of the power of sale herein granted shall not extinguish or exhaust the power of sale unless the entire Premises are sold or the Obligations are paid or performed in full. The purchaser, upon paying the purchase money to the Purchaser and receiving its receipt therefor, need not inquire into the authorization, necessity, expediency, or regularity of the sale and need not see to or in any way be responsible for the application by the Purchaser of any part of the purchase money. The Lessor hereby irrevocably constitutes and appoints the Purchaser as the Lessor's agent and attorney-in-fact to make such sale, to execute and deliver such conveyance, and to make such recitals, and the Lessor hereby ratifies and confirms all of the acts and doings of the Purchaser as the Lessor's agent and attorney-in-fact hereunder. The Purchaser's agency and power as attorney-in-fact hereunder are coupled with an interest, cannot be revoked by death, incompetence, bankruptcy, dissolution, reorganization, insolvency, or otherwise, and shall not be exhausted until the Obligations have been satisfied in full. In the event of any sale pursuant to the agency and power herein granted, the Lessor shall be and become a tenant holding over and shall deliver possession of the Premises, or the part thereof or interest therein sold, to the purchaser or purchasers at the sale or be summarily dispossessed in accordance with the provisions of law applicable to tenants holding over.

(d) Instead of exercising the power of sale granted in paragraph (c) above, the Purchaser shall have the right to foreclose the lien and security title created by this Security Deed by proceedings in equity as provided by law.

(e) The Purchaser may pay any sum or sums deemed necessary or appropriate by the Purchaser to protect or preserve the Collateral or the Purchaser's interest therein.

(f) The Purchaser may exercise any or all rights and remedies contained in any other instrument, document, agreement, or other writing heretofore, concurrently herewith, or in the future executed by or binding upon the Lessor in connection with any transaction which resulted in any part of the Obligations, including but not limited to the Lease.

(g) With respect to the portion of the Collateral constituting personal property or fixtures (the "Personalty") in which a security interest is herein granted, the Purchaser shall have the right to foreclose the liens and security interests created under this Security Deed by any available judicial procedure or without judicial process; to enter any premises where any of the Personalty may be located for the purpose of taking possession of or removing the same; to sell, assign, lease, or otherwise dispose of the Personalty, or any part thereof, either at public or private sale, in lots or in bulk, for cash or credit or otherwise, with or without representations or warranties, and upon such terms as shall be acceptable to the Purchaser, all at the Purchaser's sole option and as the Purchaser, in its sole discretion, may deem advisable, and the Purchaser may bid or become a purchaser at any such sale, free from any right of redemption, which is hereby expressly waived by the Lessor, and the Purchaser shall have the right at its option to apply or credit the amount of all or any part of the Obligations against the purchase price bid by the Purchaser at any such sale. If notification to the Lessor of intended disposition by the Purchaser of any of the Personalty is required by law, such notification shall be deemed to have been reasonably and properly given if personally delivered to the Lessor or deposited in the United States mail with postage prepaid, duly addressed to the Lessor at the address specified for notices to the Lessor in this Security Deed, at least ten (10) business days prior to such disposition. The Lessor shall be liable to the Purchaser and shall pay to the Purchaser on demand any deficiency which may remain after such sale, disposition, collection, or liquidation of the Personalty, and the Purchaser in turn agrees to remit to the Lessor any surplus remaining after the Obligations have been paid in full. If any of the Personalty shall require repairing, maintenance, preparation, or the like, or is in process or other unfinished state, the Purchaser shall have the right, but shall not be obligated, to do such repairing, maintenance or preparation, processing, or completion of manufacturing for the purpose of putting the same in such saleable form as the Purchaser shall deem appropriate, but the Purchaser shall have the right to sell or dispose of such Personalty without such processing. The Lessor shall, at the Purchaser's request, assemble all the Personalty and make it available to the Purchaser at places within any county in which the Collateral, or any part thereof, is located, whether at the Premises or elsewhere, and shall make available to the Purchaser all premises and facilities of the Lessor for the purpose of the Purchaser's taking possession of the Personalty or of removing or putting the Personalty in saleable form. To facilitate the exercise by the Purchaser of the rights and remedies set forth in this paragraph, the Lessor hereby constitutes the Purchaser or its agents, or any other person whom the Purchaser may designate, attorney-in-fact for the Lessor, at the Lessor's cost and expense, to exercise all or any of the following powers, which appointment, being coupled with an interest, shall be irrevocable, shall continue until the Obligations have been paid and satisfied in full, and shall be in addition to any other rights and remedies that the Purchaser may have: (i) to remove from any premises where the same shall be located any and all documents, instruments, files, and records, and any receptacles and cabinets containing the same, relating to the Personalty, and the Purchaser may, at the Lessor's cost and expense, use such of the personnel, supplies, and space of the Lessor at the Lessor's place of business as may be necessary to properly administer and control the Personalty and realizations thereon; and (ii) to take or bring in the Purchaser's name or the name of the Lessor all steps, actions, suits, or proceedings deemed by the Purchaser necessary and desirable to realize upon the Personalty. **THE LESSOR HEREBY WAIVES ANY AND ALL RIGHTS THE LESSOR MAY HAVE TO NOTICE OR HEARING PRIOR TO SEIZURE BY THE PURCHASER OF THE PERSONALTY, WHETHER BY WRIT OF POSSESSION OR OTHERWISE.**

Nothing herein shall limit the Purchaser from exercising any and all other remedies available to it at law or in equity.

Section 402. Appointment of Receivers. (a) If an Event of Nonappropriation, an Event of Nonrenewal, or an Event of Default occurs and is continuing, a receivership may be necessary to protect the Collateral, whether before or after maturity of the Obligations, or at the time of or after the institution of suit to collect on the Obligations, or to enforce this Security Deed; accordingly, the Purchaser shall, as a matter of strict right and regardless of the value of the Collateral or of the solvency of any party bound for the payment of the Obligations, have the right to the appointment on ex parte application and without notice to the Lessor, by any court having jurisdiction, of a receiver to take charge of, manage, preserve, protect, and operate the Collateral and any business or businesses located thereon, to collect the revenues, rents, issues, profits, products, and income thereof, to make all necessary and needed repairs, to complete the construction of any improvements which have been undertaken but not completed, to pay all taxes and assessments against the Collateral and insurance premiums for insurance thereon, and after the payment of the expenses of the receivership, including reasonable attorneys' fees to the Purchaser's attorney, and after compensation for management of the Collateral, to apply the net proceeds to pay the Obligations or in such manner as the court shall direct. All such expenses shall become Obligations.

(b) The receiver or its agents shall be entitled to enter upon and take possession of any part and all of the Collateral, together with any and all businesses conducted and all business assets used therewith or thereon, or any part or parts thereof, and to operate and conduct the business or businesses, or complete construction of improvements, to the same extent and in the same manner as the Lessor might lawfully do. The receiver, personally or through its agents or attorneys, may exclude the Lessor and its subsidiaries, agents, servants, and employees wholly from the Collateral and may have, hold, use, operate, manage, and control the same and each and every part thereof, and in the name of the Lessor, its subsidiaries or agents, may exercise all of their rights and powers and use all of the then existing items of security and collateral, materials, current supplies, stores, and assets and, at the expense of the Collateral, may maintain, restore, complete construction, insure, and keep insured the properties, equipment, and apparatus provided or required for use in connection with such business or businesses, and may make all necessary and proper repairs, renewals, and replacements and all such useful alterations, additions, betterments, and improvements as the receiver may deem judicious.

(c) Such receivership shall, at the option of the Purchaser, continue until full payment of the Obligations, title to and interest in the Collateral having passed by sale under the powers granted in this Security Deed, or the Event of Default having been cured.

Section 403. Application of Proceeds. The Purchaser shall pay, distribute, and apply the proceeds of any disposition of the Collateral as provided in the Lease.

Section 404. Non-Exclusivity and Waiver of Remedies. No lien, right, or remedy herein conferred upon or otherwise available to the Purchaser is intended to be or shall be construed to be exclusive of any other available lien, right, or remedy, but each and every such lien, right, or remedy shall be cumulative and shall be in addition to every other lien, right, or remedy given hereunder or now or hereafter existing at law or in equity or by statute, including, without limitation, the right of the Purchaser to take legal action to collect the Obligations without taking action with respect to the Collateral. No delay or omission to exercise any right, power, or remedy accruing upon any Event of Nonappropriation, Event of Nonrenewal, or Event of Default shall impair any such right, power, or remedy or shall be construed to be a waiver of any such Event of Nonappropriation, Event of Nonrenewal, or Event of Default, or an acquiescence therein, but every such right, power, or remedy may be exercised from time to time and as often as may be deemed expedient. No waiver of any Event of Nonappropriation, Event of Nonrenewal, or Event of Default hereunder shall extend to or shall affect any subsequent Event of Nonappropriation, Event of Nonrenewal, or Event of Default or shall impair any rights or remedies consequent thereon. The giving, taking, or enforcement of any other or additional security, collateral, or guaranty for the payment of the Obligations shall not operate to prejudice, waive, or affect the security of this Security Deed or any rights, powers, or remedies hereunder, nor shall the Purchaser be required to first look to, enforce, or exhaust such other additional security, collateral, or guarantees. The Purchaser may, at the Purchaser's election and at the Purchaser's discretion, exercise each and every right, power, and remedy hereunder concurrently or separately or in any combination.

Section 405. Abandonment of Sale; Termination of Proceedings. (a) If enforcement of the power of sale granted in Section 401(c) hereof should be commenced by the Purchaser, the Purchaser may at any time before the sale abandon the sale, and may at any time or times thereafter again commence enforcement of the power of sale granted in Section 401(c) hereof; or, irrespective of whether such enforcement is commenced by the Purchaser, the Purchaser may at any time after an Event of Nonappropriation, an Event of Nonrenewal, or an Event of Default institute suit for collection of all or any part of the Obligations or enforcement of the lien, security interest, and security title of this Security Deed or both. If the Purchaser should institute suit for collection of the Obligations and enforcement of the lien, security interest, and security title of this Security Deed, the Purchaser may at any time before the entry of final judgment dismiss the same and sell the Collateral in accordance with the provisions of this Security Deed.

(b) In case the Purchaser shall have proceeded to enforce any right under this Security Deed by the appointment of a receiver, by entry, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Purchaser, then and in every such case the Lessor and the Purchaser shall be restored to their former positions and rights hereunder, and all rights, remedies, and powers of the Purchaser shall continue unimpaired as if no such proceedings had been taken.

Section 406. Non-Extinguishment of Lien, Security Interest, and Security Title. No single sale or series of sales by the Purchaser under this instrument and no judicial foreclosure shall extinguish, impair, or affect the lien, security interest, or security title or exhaust the power of sale under this Security Deed except with respect to the items of property sold, but such lien, security interest, and security title and power shall exist for so long as, and may be exercised in any manner by law or in this instrument provided as often as, the circumstances require to give the Purchaser full relief hereunder.

Section 407. Waivers. (a) All rights of marshalling of assets or sale in inverse order of alienation in the event of foreclosure of any lien or security title at any time securing the Obligations or any part thereof (including, but not limited to, the lien and security title hereby created) are hereby waived.

(b) The Lessor agrees, to the full extent permitted by law, that in case of an Event of Nonappropriation, an Event of Nonrenewal, or an Event of Default hereunder, neither the Lessor nor anyone claiming through or under it shall set up, claim, or seek to take advantage of any appraisement, valuation, stay, extension, homestead, dower, elective share, exemption, or redemption laws, statutory or otherwise, now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Security Deed, or the absolute sale of the Collateral, or the delivery of possession thereof immediately after such sale to the purchaser at such sale, and the Lessor, for itself and all who may at any time claim through or under it, hereby waives to the full extent that it may lawfully do so, the benefit of all such laws.

(c) To the extent allowed by applicable law, the Lessor shall not at any time insist upon or plead or in any manner whatever claim or take the benefit or advantage of any stay or extension law or any law exempting the Collateral from attachment, levy, or sale on execution now or at any time hereafter in force in any locality where the Collateral or any part thereof may or shall be situated, and the Lessor hereby expressly waives all benefit and advantage of any such law or laws and covenants that the Lessor will not hinder, obstruct, delay, or impede the execution of any power herein granted and delegated to the Purchaser, but that the Lessor will suffer and permit the execution of every such power as though no such law or laws had been made or enacted.

(d) TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE LESSOR HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE CONSTITUTION OF THE STATE OF GEORGIA OR THE CONSTITUTION OF THE UNITED STATES OF AMERICA TO NOTICE OR TO A JUDICIAL HEARING PRIOR TO THE EXERCISE OF ANY RIGHT OR REMEDY PROVIDED TO THE PURCHASER BY THIS SECURITY DEED, AND THE LESSOR WAIVES THE LESSOR'S RIGHTS, IF ANY, TO SET ASIDE OR INVALIDATE ANY SALE UNDER POWER DULY CONSUMMATED IN ACCORDANCE WITH THE PROVISIONS OF THIS SECURITY DEED ON THE GROUND (IF SUCH BE THE CASE) THAT THE SALE WAS CONSUMMATED WITHOUT PRIOR NOTICE OR A PRIOR JUDICIAL HEARING. THE WAIVERS MADE BY THE LESSOR IN THIS PARAGRAPH AND ELSEWHERE IN THIS SECURITY DEED HAVE BEEN MADE VOLUNTARILY, INTELLIGENTLY, AND KNOWINGLY ON BEHALF OF THE LESSOR BY ITS DULY AUTHORIZED REPRESENTATIVES AFTER THEY HAVE READ AND UNDERSTOOD THIS SECURITY DEED AND HAVE BEEN AFFORDED AN OPPORTUNITY TO BE INFORMED BY COUNSEL OF THE LESSOR'S POSSIBLE ALTERNATIVE RIGHTS, AND BY EXECUTING THIS SECURITY DEED THE DULY AUTHORIZED REPRESENTATIVES OF THE LESSOR ACKNOWLEDGE SO MAKING SUCH WAIVERS ON BEHALF OF THE LESSOR.

[End of Article IV]

ARTICLE V

MISCELLANEOUS

Section 501. Tenants at Will. The Lessor agrees for itself and any and all persons or concerns claiming by, through, or under the Lessor, that if the Lessor shall hold possession of the Premises or any part thereof subsequent to the sale hereunder, the Lessor, or the parties so holding possession, shall become and be considered as tenants at will of the purchaser or purchasers at such sale; and any such tenant failing or refusing to surrender possession upon demand shall be guilty of forcible detainer and shall be liable to such purchaser or purchasers for reasonable rental on the Premises, and shall be subject to eviction and removal, forcible or otherwise, with or without process of law, all damages which may be sustained by any such tenant as a result thereof being hereby expressly waived.

Section 502. Notice. Except where other notice is required by applicable law, all notices, requests, demands, directions, and other communications hereunder shall be in writing and shall be deemed to be sufficiently given or made when delivered personally to any party who is to receive the same or when sent by the method described in Section 16.01 of the Lease, addressed as provided in Section 507 of this Security Deed.

Section 503. Severability. In the event any item, term, or provision contained in this Security Deed is in conflict, or may hereafter be held to be in conflict, with the laws of the State of Georgia or of the United States of America, this Security Deed shall be affected only as to such particular item, term, or provision, and shall in all other respects remain in full force and effect. In the event that any part of the Obligations cannot lawfully be secured hereby, or in the event that the lien, security interest, or security title hereof cannot be lawfully enforced to pay any part of the Obligations, or in the event that the lien, security interest, or security title created by this Security Deed shall be invalid or unenforceable as to any part of the Obligations, then, and in any such event, all payments on the Obligations shall be deemed to have been first applied to the complete payment and liquidation of that part of the Obligations which is not secured by this Security Deed, and the unsecured portion of the Obligations shall be completely paid and liquidated prior to the payment and liquidation of the remaining and secured portion of the Obligations.

Section 504. Governing Law. This Security Deed shall be governed, in all respects including validity, interpretation, and effect by, and shall be enforceable in accordance with, the laws of the State of Georgia and of the United States of America.

Section 505. Amendments. No amendment or waiver of any provision of this Security Deed, nor consent to any departure by the Lessor therefrom, shall in any event be effective unless the same is in writing and signed by the Lessor and the Purchaser, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 506. Assignment. This Security Deed shall be binding upon the Lessor and its successors and assigns and shall inure to the benefit of the Purchaser and its respective successors, transferees, and assigns, and no person other than the Purchaser and its assigns shall under any circumstances be deemed to be a beneficiary of any provision of this Security Deed. Without limiting the generality of the foregoing, the Purchaser may assign, grant a security interest in, or otherwise transfer this Security Deed to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Purchaser herein or otherwise. The Lessor agrees that the assignments made of this Security Deed shall not subject the Purchaser to or transfer or pass or in any way affect or modify any obligation of the Lessee or the Lessor under the Obligations, it being understood and agreed that all such obligations of the Lessee or the Lessor shall be and remain enforceable only against the Lessee or the Lessor.

Section 507. Addresses. The addresses of the Lessor and the Purchaser are as follows:

If to the Lessor:	Peachtree City Governmental Finance Corporation 151 Willowbend Road Peachtree City, Georgia 30269 Attention: President
If to the Purchaser:	Branch Banking and Trust Company P.O. Box 31273 Charlotte, North Carolina 28231 Attention: Governmental Finance

The addresses set forth above may be changed as provided in Section 16.01 of the Lease.

Section 508. Controlling Provisions. The provisions of the Lease and the other Lessor Contracts are not intended to conflict with this Security Deed in any respect.

Section 509. Commercial Transaction. The interest of the Purchaser hereunder and the obligations of the Lessor for the Obligations arise from a commercial transaction within the meaning of Section 44-14-260(1) of the Official Code of Georgia Annotated. Accordingly, pursuant to Section 44-14-263 of the Official Code of Georgia Annotated, the Lessor waives any and all rights which the Lessor may have to notice prior to seizure by the Purchaser of any interest in personal property of the Lessor which constitutes part of the Collateral, whether such seizure is by writ of possession or otherwise.

Section 510. Extension, Rearrangement, or Renewal of Obligations. It is expressly agreed that any of the Obligations at any time secured hereby may be from time to time extended for any period, rearranged, or renewed, and that any part of the security herein described, or any other security for the Obligations, may be waived or released without in anywise altering, varying, or diminishing the force, effect, or lien of this Security Deed as to unaffected property; and the lien, security interest, and security title granted by this Security Deed shall continue as a prior lien, security interest, and security title on all of the Collateral not expressly so released, until all sums with interest and charges hereby secured are fully paid; and no other security now existing or hereafter taken to secure the payment of the Obligations or any part thereof or the performance of any obligation or liability whatever shall in any manner impair or affect the security given by this Security Deed; and all security for the payment of the Obligations or any part thereof and the performance of any obligation or liability shall be taken, considered, and held as cumulative.

Section 511. Time is of the Essence. Time is and shall be the essence of this Security Deed.

Section 512. Limited Obligations. No obligation assumed by or imposed upon the Lessor hereunder shall require the expenditure of any money by the Lessor except to the extent, if any, that the cost and expense of performing such obligation may be provided for from the Collateral.

[End of Article V]

SIGNATURES AND SEALS

IN WITNESS WHEREOF, the Lessor has executed this Security Deed by causing its name to be hereunto subscribed by its President and by causing the corporate seal of the Lessor to be impressed hereon and attested by its Secretary; and the Purchaser has evidenced its acceptance of this Security Deed by causing its name to be hereunto subscribed by its Authorized Officer; all being done as of the day and year first above written.

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:______________________________
President

Attest:

____
Secretary

Signed, sealed, and delivered this ____ day of September 2007, in the presence of:

____
Unofficial Witness

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

[Signatures and Seals Continued on Next Page]

[Signatures and Seals Continued from Preceding Page]

BRANCH BANKING AND TRUST COMPANY

By:________________________________
Authorized Officer

Signed, sealed, and delivered this ____ day of September 2007, in the presence of:

____
Unofficial Witness

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

EXHIBIT A

DESCRIPTION OF LAND

---Space Above This Line for Recorder's Use---

After recording, please return to:
Kilpatrick Stockton LLP
1100 Peachtree Street - Suite 2800
Atlanta, Georgia 30309-4530
Attn: Eunice Smith

STATE OF GEORGIA)
)
FAYETTE COUNTY)

ABSOLUTE ASSIGNMENT AGREEMENT

This **ABSOLUTE ASSIGNMENT AGREEMENT** (this "Assignment") is made as of September ___, 2007 by and between Peachtree City Governmental Finance Corporation ("Lessor"), a Georgia nonprofit corporation whose mailing address is 151 Willowbend Road, Peachtree City, Georgia 30269, and Branch Banking and Trust Company (the "Purchaser"), a North Carolina state banking corporation whose mailing address is P.O. Box 31273, Charlotte, North Carolina 28231, Attention: Governmental Finance.

WITNESSETH:

WHEREAS, Lessor has entered into that certain Master Lease and Option Agreement, dated the date hereof, as supplemented by Lease Schedule 1, dated the date hereof (collectively the "Lease"), with Peachtree City ("Lessee"), pursuant to which Lessor has leased to Lessee certain real and personal property located on land in Fayette County, Georgia, more fully described in Exhibit "A" hereto (the "Facilities") in consideration for the payment by Lessee of rental payments (the "Rental Payments") with respect to the Facilities, and Lessor has executed and delivered (i) a Deed to Secure Debt (the "Security Deed"), dated the date hereof, and (ii) an Assignment of Contract Documents (the "Contracts Assignment"), dated the date hereof, to the Purchaser with respect to the Facilities to secure payment of the Rental Payments and performance of all other obligations of Lessee under the Lease, all on the terms and conditions provided in the Lease; and

WHEREAS, Lessor has entered into that certain Escrow Agreement (the "Escrow Agreement"), dated the date hereof, with Lessee and the escrow agent therein designated, pursuant to which Lessor has caused the proceeds of the sale of its right, title, and interest in the Lease to be deposited into (1) a fund to pay all or a part of the interest components of Rental Payments during the construction period for the Facilities (the "Capitalized Interest Fund"), (2) a fund to pay costs and expenses related to the execution, delivery, and placement of the Lease (the "Delivery Costs Fund"), and (3) a fund to pay the costs of the acquisition, construction, and installation of the Facilities (the "Project Fund"), each such fund to be applied for the purposes provided in the Escrow Agreement, and under the terms of the Escrow Agreement, the moneys and investments held from time to time in the Capitalized Interest Fund, the Delivery Costs Fund, and the Project Fund are to be applied to pay the Rental Payments and certain other obligations of Lessee under the Lease, upon the occurrence of an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation under the Lease; and

WHEREAS, Lessor is authorized pursuant to the provisions of (1) Section 13.01(a) of the Lease to assign the Lease, including its right to receive the Rental Payments and other payments and amounts payable by Lessee thereunder, in whole or in part, and (2) Section 17(b) of the Escrow Agreement to assign the Escrow Agreement and its rights and interests in the Capitalized Interest Fund, the Delivery Costs Fund, and the Project Fund; and

WHEREAS, Lessor desires to sell, assign, and transfer to the Purchaser, and the Purchaser desires to purchase, all of Lessor's right, title, and interest in, to, and under the Lease (including the right to receive the Rental Payments) and the Escrow Agreement (including its rights and interests in the Capitalized Interest Fund, the Delivery Costs Fund, and the Project Fund) upon the terms and conditions stated below;

NOW, THEREFORE, in consideration of the premises, the covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows:

Section 1. Assignment; Payment of Purchase Price. (a) Lessor hereby sells, transfers, delivers, and assigns to the Purchaser and its successors and assigns, forever, all of Lessor's right, title, interest, estate, claims, and demands (but expressly excluding any obligations of Lessor) as lessor (i) in, to, and under the Lease, including any and all extensions or renewals of the term thereof, together with the Exhibits and Schedules now or hereafter attached thereto and any amendments, supplements, agreements, documents, and other instruments relating thereto, including, without limitation, insurance policy binders and certificates and maintenance agreements, and all rights, powers, privileges, options, and other benefits of Lessor as lessor under the Lease, including (without limitation) the immediate and continuing right to receive and collect all Rental Payments, insurance proceeds, condemnation awards, indemnity payments, and all other payments and amounts due thereunder (collectively the "Assigned Payments"), the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof, and the right to exercise all rights and remedies as are conferred on Lessor by the Lease; and (ii) in, to, and under the Escrow Agreement, including its rights and interests in the moneys and investments held from time to time in the Capitalized Interest Fund, the Delivery Costs Fund, and the Project Fund and any proceeds therefrom; provided, however, that legal title to the Facilities shall remain in Lessor subject to the Security

Deed and the security interest granted to the Purchaser in Section 4 hereof. All of the foregoing rights, titles, interest, property, estate, claims, and demands are herein collectively referred to as the "Assigned Property." This Assignment is absolute and unconditional and is not intended to be merely the grant of a security interest to the Purchaser. This Assignment is made without recourse to Lessor except to the extent expressly provided herein.

(b) Simultaneously with the sale, transfer, and assignment provided for in Section 1(a) hereof, Lessor shall (i) execute and deliver to the Purchaser, and cause to be recorded in the real property records of Fayette County, Georgia, the Security Deed, and (ii) execute and deliver to the Purchaser the Contracts Assignment.

(c) In consideration of the sale, transfer, and assignment provided for in Section 1(a) hereof, the Purchaser has paid to Lessor in immediately available funds the purchase price of $__________, receipt of which Lessor hereby acknowledges by the deposit into escrow pursuant to the Escrow Agreement of $__________ into the Capitalized Interest Fund, $__________ into the Delivery Costs Fund, and $__________ into Account #1 of the Project Fund, to be applied for the purposes therein provided.

Section 2. Power of Attorney. Lessor irrevocably constitutes and appoints the Purchaser and any present or future officer or agent of the Purchaser, or the successors or assigns of the Purchaser, as its lawful attorney with full power of substitution and resubstitution, and in the name of Lessor or otherwise, to exercise all rights and remedies as are conferred on Lessor by the Lease and the Escrow Agreement and to demand, receive, collect, and sue in any court for payments due under the Lease, or any part thereof, to withdraw or settle any claims, suits, or proceedings pertaining to or arising out of the Lease or the Escrow Agreement upon any terms, all without notice to or assent of Lessor, and, further, to take possession of and to endorse in the name of Lessor any instrument for the payment of money received on account of the payments due under the Lease. The foregoing appointment of the Purchaser as Lessor's attorney-in-fact is coupled with an interest, cannot be revoked by death, incompetence, bankruptcy, insolvency, reorganization, or otherwise and shall not terminate until all amounts payable under the Lease have been paid and satisfied in full.

Section 3. Authority for Payments. Lessor has authorized and directed Lessee, in writing, to pay directly to the Purchaser all payments due or to become due under the Lease from and after the date of this Assignment by forwarding such payments to the Purchaser's address shown at the beginning of this Assignment, a copy of which authorization and direction, the receipt of and agreement to which has been acknowledged by Lessee, is attached as Exhibit "B." In the event Lessor hereafter receives any such payment from Lessee, Lessor shall hold such payment in trust for the Purchaser and shall immediately deliver such payment to the Purchaser (endorsed, if necessary, by Lessor to facilitate the collection thereof).

Section 4. Security Interest. (a) In order to secure the payment and performance by Lessee of all of its obligations under the Lease, Lessor hereby grants to the Purchaser a first priority security interest in all right, title, and interest of Lessor in, to, and under the Equipment (as defined in the Lease) and the proceeds thereof. Lessor shall execute or file all financing statements, fixture filings, continuation statements, amendments thereto, and assignments thereof in the offices and jurisdictions wherever the Purchaser deems necessary to perfect such security interest, upon receipt of a request therefor from the Purchaser specifying the form and content of such financing statements, fixture filings, continuation statements, amendments thereto, and assignments thereof.

(b) Upon the occurrence of an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation under the Lease, the Purchaser may at its election have all of the rights and remedies of a secured party under the Uniform Commercial Code in effect in the State of Georgia with respect to the Equipment and the proceeds thereof, in addition to all of the rights of Lessor under the Lease.

Section 5. Representations, Warranties, and Covenants. Lessor hereby represents, warrants, and covenants to and with the Purchaser that:

(a) Lessor is a nonprofit corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, with the corporate power and authority to own its properties and to carry on its business as now being conducted.

(b) Lessor is and will be during the term of the Lease duly qualified to transact business and hold property in the jurisdiction or jurisdictions in which the Facilities are located and wherever necessary to perform its obligations under this Assignment and the Lease.

(c) Lessor has full power, authority, and legal right to enter into and perform its obligations under this Assignment, the Lease, and the Escrow Agreement and with respect to the Assigned Property. The execution, delivery, and performance of this Assignment, the Lease, and the Escrow Agreement have been duly authorized by all necessary corporate action on the part of Lessor, do not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligation of Lessor which have not been duly obtained, and the foregoing do not contravene any law, governmental rule, regulation, order, or ordinance of any governmental entity having jurisdiction or the Articles of Incorporation or By-Laws of Lessor and do not and will not result in any breach of or constitute a default under any indenture, mortgage, lease, security deed, contract, agreement, or instrument to which Lessor is a party or by which it or its property is bound.

(d) There are no pending or threatened actions or proceedings before any court or administrative agency that will materially adversely affect the condition, business, or operation of Lessor or the ability of Lessor to perform its obligations under this Assignment, the Lease, or the Escrow Agreement.

(e) To the best knowledge of Lessor, the Lease is a valid and binding obligation of the parties thereto, including without limitation Lessee, and this Assignment is a valid and binding obligation of Lessor, each of which is enforceable in accordance with its respective terms, except as such enforceability may be limited by applicable laws relating to bankruptcy, moratorium, insolvency, or creditors' rights or by the application of principles of equity.

(f) To the best knowledge of Lessor, the Lease is in full force and effect, there has been no default in performance of any obligation thereunder or breach of any term therein by any party thereto, Lessee has asserted no set-off, counterclaim, or defense with respect to its obligations to perform in accordance with the terms of the Lease and to pay the Rental Payments under the Lease, Lessee has not exercised or threatened to exercise any right of non-appropriation or nonrenewal under the Lease, Lessee has obtained appropriations for the full amount of all Rental Payments due under the Lease for Lessee's current fiscal year, and there has been no material adverse change in the business, operations, or financial or other condition of Lessee since the date of the Lease.

(g) Immediately prior to the transfer and assignment provided for by this Assignment, Lessor had good and marketable title to the Lease and all of the other Assigned Property, free and clear of all claims, liens, security interests, and encumbrances. This Assignment vests in the Purchaser full right, title, and interest and legal title in and to the Assigned Property, including the Lease and the Escrow Agreement and the right to receive the Assigned Payments, in each instance free and clear of all claims, liens, security interests, and encumbrances of any kind or character, except the rights of Lessee under the Lease and the Escrow Agreement, and the same shall be and remain free of all claims, liens, security interests, and encumbrances arising through any act or omission of Lessor or any person claiming by, through, or under Lessor.

(h) Lessor has complied and will comply with, and will duly and promptly perform, all of the obligations of Lessor under the Lease, the Escrow Agreement, and all related documents and instruments.

(i) The Lease delivered to the Purchaser herewith is an original thereof, is genuine in all respects, constitutes the entire writing, obligation, and agreement between Lessor and Lessee respecting the Facilities, the lease thereof, the payment therefor by Lessee, and the title thereto, and has not been amended, terminated, or modified by either party thereto, and no advance payments have been made by Lessee thereunder. The Escrow Agreement delivered to the Purchaser herewith is an original thereof, is genuine in all respects, constitutes the entire writing, obligation, and agreement among Lessor, Lessee, and the named escrow agent relating to the Capitalized Interest Fund, the Delivery Costs Fund, and the Project Fund therein established, and has not been amended, terminated, or modified by any party thereto.

(j) Lessor has not assigned, sold, transferred, pledged, or otherwise granted an interest, and hereby covenants that it will not assign, sell, transfer, pledge, or otherwise grant an interest, in or to the whole or any part of the Assigned Property sold, transferred, delivered, and assigned pursuant to this Assignment to anyone other than the Purchaser. Lessor will make appropriate notations on its books and records with entries regarding the Lease, the Escrow Agreement, and the other Assigned Property indicating the execution of this Assignment.

(k) No Event of Default, Event of Nonrenewal, or Event of Nonappropriation has occurred and is continuing under the Lease, and no event has occurred which, with the lapse of time or the giving of notice or both, would constitute an Event of Default, an Event of Nonrenewal, or an Event of Nonappropriation under the Lease. No Rental Payment under the Lease has been paid more than 10 days after its scheduled payment date, except as heretofore disclosed in writing to the Purchaser.

(l) The term of the Lease (including all renewal terms thereunder) does not exceed the reasonably expected useful life of the Facilities.

(m) Lessor has not claimed and does not expect to claim any exclusions, deductions, credits, or other benefits (such as depreciation) under the federal tax laws as "owner" of the Facilities or any other Assigned Property for federal tax purposes.

(n) All sales, transfer, franchise, or similar taxes (excluding only taxes levied in connection with net income) in connection with the acquisition, construction, and installation of the Facilities and the execution, delivery, and performance of the Lease have been or will be paid, and all such taxes due with respect to the execution of this Assignment have been paid.

(o) Lessor has marked its records to indicate that the Assigned Property has been sold to the Purchaser. Lessor will treat the sale of the Assigned Property as a sale for accounting purposes. For tax reporting purposes, Lessor will treat the sale by Lessor in a manner consistent with the treatment for accounting purposes.

(p) Lessor has no right or obligation to repurchase the Assigned Property from the Purchaser. Lessor retains no interest whatsoever in the Assigned Property.

(q) Lessor does not transfer the Assigned Property with intent to hinder, delay, or defraud any person or entity. Lessor will have received reasonably equivalent value in exchange for its transfer of the Assigned Property subsequent to such transfer.

(r) There will be no modification of the consideration received by Lessor from the Purchaser in respect of the transfer of the Assigned Property.

(s) Lessor will take no action inconsistent with, and will be estopped from challenging, the Purchaser's ownership interest of the Assigned Property.

(t) Lessor will not receive any payments with respect to the Assigned Property other than payment of the purchase price therefor in accordance with Section 1(c) hereof.

(u) No arrangement exists whereby Lessor is to protect the Purchaser against (i) the risk of fluctuations in the market value of the Assigned Property or (ii) the risk of nonpayment by Lessee under the Lease.

(v) Lessor has no right to receive any excess collections under the Lease or the Escrow Agreement or otherwise with respect to the Assigned Property.

(w) The principal place of business and chief executive office of Lessor is located at 151 Willowbend Road, Peachtree City, Georgia 30269.

(x) Lessor will, to the extent permitted by applicable law, indemnify and hold the Purchaser harmless from and against all claims, losses, costs, and expenses arising from or growing out of the failure of Lessor to keep or perform any of the warranties, covenants, or agreements contained in this Assignment or the Lease.

Section 6. <u>Further Assurances</u>. Lessor from time to time, at the request of the Purchaser, shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer, and assurance, including financing statements under the Georgia

Uniform Commercial Code, and do all such further acts and things as may be necessary or appropriate in the opinion of the Purchaser to give effect to the provisions hereof and to more perfectly confirm the rights, titles, and interests hereby sold, assigned, and transferred to the Purchaser.

Section 7. Severability; Rights Cumulative. If any part of this Assignment shall be contrary to any law that the Purchaser might seek to apply or enforce or should otherwise be defective, the other provisions hereof shall not be affected thereby but shall continue in full force and effect, to which end they are hereby declared severable. All rights, remedies, and powers of the Purchaser hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies, and powers given hereunder, or in or by any other instrument or any other law now existing or hereafter enacted.

Section 8. Notices. Any notice required or permitted to be given by Lessor or the Purchaser to the other shall be deemed to have been given upon the actual receipt thereof or on the third day after it is deposited in the United States mail, certified mail, return receipt requested, with proper postage prepaid, whichever is the earlier, and addressed to the party at such address as shown at the beginning of this Assignment or at such other address as one party shall hereafter furnish to the other in writing.

Section 9. Headings. The headings of the sections of this Assignment are for convenience only and shall not be used to interpret or construe this Assignment.

Section 10. Entirety; Amendments. This Assignment contains the entire agreement between Lessor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. No other agreements will be effective to change, modify, or terminate this Assignment in whole or in part unless such agreement is in writing and duly executed by Lessor and the Purchaser. No representations, inducements, promises, or agreements, oral or otherwise, that are not embodied herein (or in any other written instrument or document delivered pursuant hereto or in connection herewith) will be of any force or effect.

Section 11. Parties Bound. This Assignment shall be binding on Lessor and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

Section 12. Governing Law. The substantive laws of the State of Georgia shall govern the validity, construction, enforcement, and interpretation of this Assignment and the rights of the parties hereunder.

Section 13. Nonrecourse. The assignment, sale, transfer, and conveyance provided in this Assignment is agreed to be nonrecourse with respect to Lessor. Lessor shall have no liability of any nature or kind to the Purchaser with respect to the occurrence of an Event of Default, Event of Nonrenewal, or Event of Nonappropriation under the Lease or otherwise, whether such default consists of failure to pay monies, breach of covenant, or otherwise.

IN WITNESS WHEREOF, Lessor and the Purchaser have duly executed this Assignment by their duly authorized officers, as of the date first above written.

LESSOR:

As to Lessor, signed, sealed, and delivered in the presence of:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

____
Unofficial Witness

By:______________________________
President

(SEAL)

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

Attest:

____
Secretary

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

PURCHASER:

As to the Purchaser, signed, sealed, and delivered in the presence of:

BRANCH BANKING AND TRUST COMPANY

____
Unofficial Witness

By:______________________________
Authorized Officer

____
Notary Public

My Commission Expires:

____

(NOTARIAL SEAL)

EXHIBIT "A"

DESCRIPTION OF THE LAND

EXHIBIT "B"

NOTICE AND CONSENT TO ASSIGNMENT

DATE: September ___, 2007

TO: Peachtree City

RE: (1) Master Lease and Option Agreement, dated the date hereof, between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City ("Lessee"), as supplemented by Lease Schedule 1, dated the date hereof, between Lessor and Lessee (collectively the "Lease")

(2) Escrow Agreement, dated the date hereof, among Lessor, Lessee, and Branch Banking and Trust Company, as escrow agent

Please be advised that Lessor has, pursuant to the terms of an Absolute Assignment Agreement, dated the date hereof, between Lessor and Branch Banking and Trust Company (the "Purchaser"), assigned all its rights in and benefits of the above-referenced contracts (the "Contracts"), together with all amounts payable from and after the date hereof under or pursuant to the Contracts and the right to exercise all rights and remedies as are conferred on Lessor by the Contracts, to the Purchaser.

All payments due under the Contracts should be made to the Purchaser at the following address:

Branch Banking and Trust Company
P.O. Box 31273
Charlotte, North Carolina 28231
Attention: Governmental Finance

Please acknowledge your acceptance of the assignment, your recordation of the assignment pursuant to the Lease, and your agreement to make the payments specified in the Contracts to the Purchaser by executing the enclosed counterpart of this Notice and Consent to Assignment and returning it to us.

(SEAL)

Attest:

____
Secretary

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

By:______________________________
President

ACKNOWLEDGED AND ACCEPTED:

(SEAL)

Attest:

____
City Clerk

PEACHTREE CITY

By:______________________________
Mayor

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**City Council**
VIA:	**City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent** **Developmental Services Director** **City Engineer**
FROM:	**Stormwater Manager**
DATE:	**August 29, 2007**
SUBJECT:	**Huddleston Pond Dam Rehabilitation Project** ***September 6, 2007 City Council Meeting***

Bids for the construction of the repairs to Huddleston Pond were received on August 28, 2007. Staff is evaluating the apparent low bidder carefully and has a meeting scheduled with them and the design engineer on Tuesday September 4, 2007. Staff will interview the bidder and speak with references to ensure they are the lowest responsive, responsible bidder and will forward a formal recommendation to Council by the middle of the week.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager**
FROM:	**Acting Administrative Services Director / City Clerk**
DATE:	**August 30, 2007**
SUBJECT:	**Consider Full-Time Planning Assistant Employment Contract** ***September 6, 2007, City Council Meeting***

Recommendation:

That Council approve the attached contract with Tony Bernard to serve as the full-time planning assistant in FY 2008.

Discussion:

As part of the FY 2008 budget adopted on August 2, Council approved changing the existing part-time planning assistant position to a full-time position for one year as a contracted employee. The attached agreement, signed by the current employee in the part-time position, formalizes the one-year term of employment and retains the existing salary classification for the position.

The City Attorney has reviewed the agreement and approves it as to form.

Budget Impact:

This item is included in the FY 2008 budget.

EMPLOYMENT AGREEMENT

This Agreement made and entered into this 1st day of October, 2007, by and between the City of Peachtree City, Georgia, hereinafter called the "City", as party of the first part; and Tony Bernard, hereinafter called "Employee", as party of the second part, both of whom understand as follows:

WITNESSETH

WHEREAS, the City desires to employ the services of Tony Bernard as a contract employee in the position of Planning Assistant of City;

WHEREAS, Employee desires to be a contract employee in the position of Planning Assistant of City; and

WHEREAS, it is the desire of the City Council of the City of Peachtree City, Georgia, hereinafter called the "Council" to provide certain benefits to, establish certain conditions of employment for, and to establish working conditions of said Employee, in accordance with Georgia law and the City's Charter, Ordinances and Regulations and Georgia law.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Section 1. Duties

City hereby agrees to employ Tony Bernard as Planning Assistant, to perform the functions and duties specified in the position job description, and to perform such other legally permissible and proper duties and functions as the City Planner, Developmental Services Director/Assistant City Manager, or City Manager shall from time to time assign.

Section 2. Term

This Agreement shall be in effect from the date written above until September 30, 2008 ; provided, however, that this Agreement may renew if Employee's position is included in the budget approved by the City Council for FY 2009 and each succeeding budget.. In addition:

A. Nothing in the Agreement shall prevent, limit, or otherwise interfere with the right of the position supervisor to terminate the services of Employee at any time, subject only to the provisions set forth in the City Personnel Policy, and Section 3 of this Agreement. In addition, nothing in this Agreement shall prevent, limit, or otherwise preclude Employee from resigning and terminating this Agreement, provided that he adheres to the requirements for a full-time employee to resign as set forth in the City Personnel Policy. Should employee resign, he shall be eligible for the benefits afforded employees who resign in good standing under the City Personnel Policy.

B. This Agreement shall automatically terminate with no action required on the part of Council if Employee dies.

Section 3. Termination

A. Except as provided in paragraph B of this Section, if Employee's contract is not renewed by the Council for FY 2009 during such time that Employee is willing and able to perform the duties of Planning Assistant, the City agrees to continue employment for a period of 90 days following the adoption of the FY 2009 budget to provide employee time to secure other comparable employment.

B. The City shall have no obligation to pay salary and benefits or continue employment as designated in this Agreement in the event Employee is terminated with cause per the conditions of the City Personnel Policy.

C. In the event of termination Employee shall be entitled to all salary and benefits that the Employee has accrued at the time of termination, subject to the limitations set forth in Paragraph 3(B) above. The salary and benefits shall be an entitlement accrued under the conditions referenced herein and shall be paid without regard to whether the Employee has secured other comparable employment. For purposes of this Agreement, the receipt by the Employee of written notice that the City is not renewing the Agreement shall not be construed as termination and Employee shall continue to serve as the Planning Assistant until the end of the term of the Agreement, unless instructed otherwise by Council, and the City shall continue to pay salary and benefits to Employee through the term of the Agreement as long as employee continues to serve as the Planning Assistant.

Section 4. Salary

City agrees to pay Employee for Employee's services rendered pursuant hereto a base salary of two thousand nine hundred three dollars ($2,903) per month. In addition, City agrees to increase said base salary and / or other benefits of Employee in such amounts and to such an extent that the Director and City Manager may determine that it is desirable to do so on the basis of an annual salary review of said Employee made at the same time as similar consideration is given employees generally.

Section 5. Dues and Subscriptions

The City agrees to budget and to pay the professional dues and subscriptions of Employee necessary for Employee's continuation and full participation in national, state, and local associations necessary and desirable for Employee's continued professional participation, growth and advancement, and for the good of the City. Nothing in this paragraph shall prevent the City from decreasing the amount budgeted for such purposes provided that such decrease is the result of across-the-board budget cuts applicable to all employees within the Planning Department.

Section 6. Other Benefits

Except as specifically provided for herein, Employee shall be provided at the same benefits provided to full-time employees of the City.

Section 7. Performance Evaluations

The City Planner will evaluate the performance of Employee after six months of service and after one year of service during the initial term of this contract, and annually thereafter. This review and evaluation shall follow criteria and procedures applicable to other employees of the city.

Section 8. Other Terms and Conditions of Employment

A. All provisions of the City Charter, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays, insurance and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of City, except as herein provided.

C. Employee shall be entitled to receive the same vacation and sick leave benefits as are accorded full-time employees of the City, including provision governing accrual and payment thereof, on termination of employment, except as herein provided.

Section 9. General Provisions

A. The text herein shall constitute the entire Agreement between the parties.

B. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

C. This Agreement shall become effective upon its execution or October 1, 2007, whichever date is latter.

D. If any provision or any portion thereof, contained in this Agreement is to be unconstitutional, invalid, or unenforceable, the remainder of the Agreement or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, The City of Peachtree City, Georgia has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by the City Clerk, and the Employee has signed and executed the Agreement, both in duplicate, this date.

TONY BERNARD, Employee ______________________, Mayor

ATTEST:

______________________, Witness ______________________, City Clerk

APPROVED AS TO FORM:

______________________, Witness ______________________, City Attorney

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

VIA: **City Manager**

FROM: **Acting Administrative Services Director / City Clerk**

DATE: **August 28, 2007**

SUBJECT: **Consider Ordinance Amendment – Procedure for Appointing Council Members or Mayor**
September 6, 2007, City Council Meeting

Recommendation:

That Council adopt the attached ordinance amendment for appointing Council Members or the Mayor.

Discussion:

On August 13, Council met to appoint Council Member Mike Harman to fill the vacant City Council seat in accordance with the procedures established in Sec. 2-22 of the Peachtree City Code of Ordinances. Following the meeting and a review of the procedures, several members of Council expressed concern about the process and requested that changes be made to the ordinance.

Based on those comments, the attached amendment stipulates that the applicants shall be interviewed separately while the others wait outside during the first round of the process. The finalists will then be interviewed in a common session, followed by a vote for the appointee.

Should the vote end in a tie, the procedure has been changed to allow for an additional vote on the tied finalists. Should the tie continue, there is a provision for Council discussion and continued voting until the tie is broken. This eliminates the verbiage that, in the event of an ongoing tie for the highest score, stipulated the third-ranking finalist would receive the appointment.

Budget Impact:

This item has no budgetary impact.

ORDINANCE NO. ________

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES OF THE CITY OF PEACHTREE CITY, GEORGIA, AS AMENDED, SO AS TO PROVIDE FOR THE PROCEDURE FOR APPOINTING COUNCIL MEMBERS OR THE MAYOR; AND FOR OTHER PURPOSES.

NOW THEREFORE, BE IT AND IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA, THAT:

Section 1. Article II, Chapter 2 of the Code of Ordinances of the City of Peachtree City, Georgia, as amended, is hereby further amended as follows:

Sec. 2-22. Procedure for appointing council members or mayor.

In the event that city council is authorized to appoint an individual to fill a vacancy on the council, the following procedure shall be followed:

(1) Within five days of the occurrence of a vacancy on the city council, the mayor shall declare that a council seat is vacant and shall direct the city clerk to publish a notice in the legal organ of the city that the seat is vacant and that the city will accept applications from all citizens who are legally eligible to hold an elected council position.

(2) Applications shall be accepted by the city clerk beginning Monday following the date the notice set forth in section 2-22(a) is published. Applications shall be accepted for one business week from 8:30 a.m. to 4:30 p.m. Monday through Friday unless such week contains a legal holiday in which case applications shall be accepted on the remaining business days of that week.

(3) During the week following the acceptance of the applications on a date and time set by the mayor, the city council shall interview each of the applicants separately in a public meeting, with applicants waiting outside the meeting until their time to interview. The interviews shall consist of an oral presentation of no more than five minutes made by each candidate to the city council and no more than two questions from any single member of the city council to each applicant, with a limit of two minutes per applicant response to each question.

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(4) After all of the interviews are completed, each member of the city council shall rate the four applicants of whom he or she would like to have as a finalist for the appointment. The council members shall give a rating of "4" to his or her favorite applicant, a "3" to his or her next

favorite, and so forth. If there are only three or four applicants, then the city council shall rate only two such applicants. If there are only two applicants, then the city council shall exclude this vote and proceed on to the procedure set forth in subsection 2-22(6).

(5) The four applicants who receive the highest aggregate points shall be the four finalists. If more than one applicant ties for the fourth highest aggregate points, then all of those applicants who so tied shall also be included as a finalist. If the city council is only selecting two applicants to be finalist as provided in subsection 2-22(4), then the same procedure as set forth in this section shall be followed, but for only two finalists as opposed to four.

(6) The finalists shall be further interviewed by the city council in a common session. After the interviews are completed, the mayor shall instruct the city council to rank each of the finalists in writing by assigning the number equal to the number of finalists for his or her favorite finalist (e.g., if there are four finalists, then the favorite would receive a ranking of "4"), a ranking of one less than the number of finalists for his or her second favorite (e.g., if there are four finalists, then the second favorite would receive a ranking of "3"), and so forth so that a numerical rating is given to each finalist. The finalist with the highest aggregate score shall be appointed as a council member for the vacant seat.

(7) In case there is a tie for the finalist with the highest aggregate score, then the City Manager and City Attorney will announce that there is a tie. The mayor shall instruct the city council to rank each of the finalists that tied the highest aggregate score in writing by assigning the number equal to the number of tied finalists for his or her favorite finalist (e.g., if there are two finalists that are tied, then the favorite would receive a ranking of "2"), a ranking of one less than the number of finalists for his or her second favorite (e.g., if there are two finalists tied, then the second favorite would receive a ranking of "1"), and so forth so that a numerical rating is given to each finalist. The finalist with the highest aggregate score shall be appointed as a council member for the vacant seat. In the event of a tie for the highest aggregate score, then the procedure set forth above shall continue until two finalist remain. If the procedure is conducted again with only two finalist and a tied result, the mayor will initiate discussion between council members and subsequent rounds of voting will continue until one of the remaining two applicants receives the highest aggregate score. After a candidate is identified to fill the vacant position, a motion shall be made, seconded, and voted upon to appoint the applicant to the vacant council position.

Deleted: then the mayor shall instruct the city council to vote publicly between the finalists who tied with the highest aggregate score. In the event the city council divides its vote equally between these finalists,

Deleted: the finalist who received the highest aggregate score next to the two finalists who tied for the actual highest aggregate score shall be appointed to the city council. In the event of a tie for the next highest aggregate score, then

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(8) All written votes shall be counted by the city manager and city attorney.

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(9) All written votes shall contain the name of the voting council member and shall be maintained following the meeting by the city clerk. All written votes are open records.

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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 ________________ 2007.

____
Harold K. Logsdon, Mayor

____

____

____

____

Attest: ____________________________
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **City Planner** David **Developmental Services Director** David
FROM:	**City Engineer** David A. Borkowski
DATE:	**August 28, 2007**
SUBJECT:	**Tree Top Associates, LLC Easement for Shoppes at the Village Piazza** ***September 6th 2007 City Council Meeting***

Recommendation:

Staff recommends that City Council grant 2 (two) separate utility encroachment easements to Tree Top Associates, LLC for the construction of the Shoppes at Village Piazza. One easement is for the installation of a storm drain and it is located adjacent to Tract E (As shown on the attached easement documentation). The other easement is for the installation of sanitary sewer, water line and storm drain and is shown on Tract C.

Discussion:

The City of Peachtree City has reviewed the development plans for the Shoppes at the Village Piazza. During the review Staff had recommended to not put all the stormwater flows into the existing pond in the Line Creek Nature area due to the condition of the pond. Therefore their engineer has only routed very small flows to the existing pond (to keep normal pool) and routed the larger flows to Line Creek. For this design to work the developer must encroach with a storm drain on City Greenbelt (to the West) between the development and Line Creek. This area is shown as the 20' Utility Encroachment Easement in the attached easement documentation.

Also during the plan review the Water and Sewerage Authority (WASA) stated that they had an issue with the location of the sanitary sewer easement between Tract D and Tract B. The engineer had the sewer line up against the edge of pavement along State Route 54. WASA said they would not accept this line due to permitting and safety concerns with working next to a State Route. Therefore Staff suggested that the sewer line be pulled back and put in an easement across City property. This area is shown as the 30' Utility Encroachment Easement in the attached easement documentation.

Currently there are deed restrictions on the two aforementioned tracts of land that the City owns. Pathway Communities must release the deed restrictions to allow the utility encroachments. Staff has received a verbal agreement to release restrictions from Pathway Communities, and anticipates having written confirmation prior to the September 6, 2007 Council Meeting.

If City Council agrees to sign the easement agreement, we will need two original signed copies.

Budget Impact:

There is no budget impact associated with this request.

Attachment

cc: City Engineers File

After recording, return to:

Theodore P. Meeker, III
Davis & Meeker, LLC
6631 Watson Street
Union City, GA 30291

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this _____day of __________ in the year 2007, between the City of Peachtree City, a political subdivision of the State of Georgia as party of the first part, hereinafter referred to as "GRANTOR", and Tree Top Associates, LLC, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

30' UTILITY ENCROACHMENT EASEMENT: A perpetual non-exclusive easement under certain property described below being a permanent easement approximately 0.17 acres as described within the plat titled *The Shoppes @ the Village Piazza, Utility Encroachment Easements*, dated August 9, 2007 (Exhibit "A"). Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "B") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a storm drain, sanitary sewer line and water line together with all necessary and required pipes, conduits and apparatus, under the subject property. The permanent easement herein granted shall be perpetual in duration.

20' UTILITY ENCROACHMENT EASEMENT: A nonexclusive permanent easement under certain property described below being a permanent easement approximately 0.14 acres as described in Exhibit "A". Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "C") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a storm drain, together with all necessary and required pipes, conduits and apparatus, under the subject property.

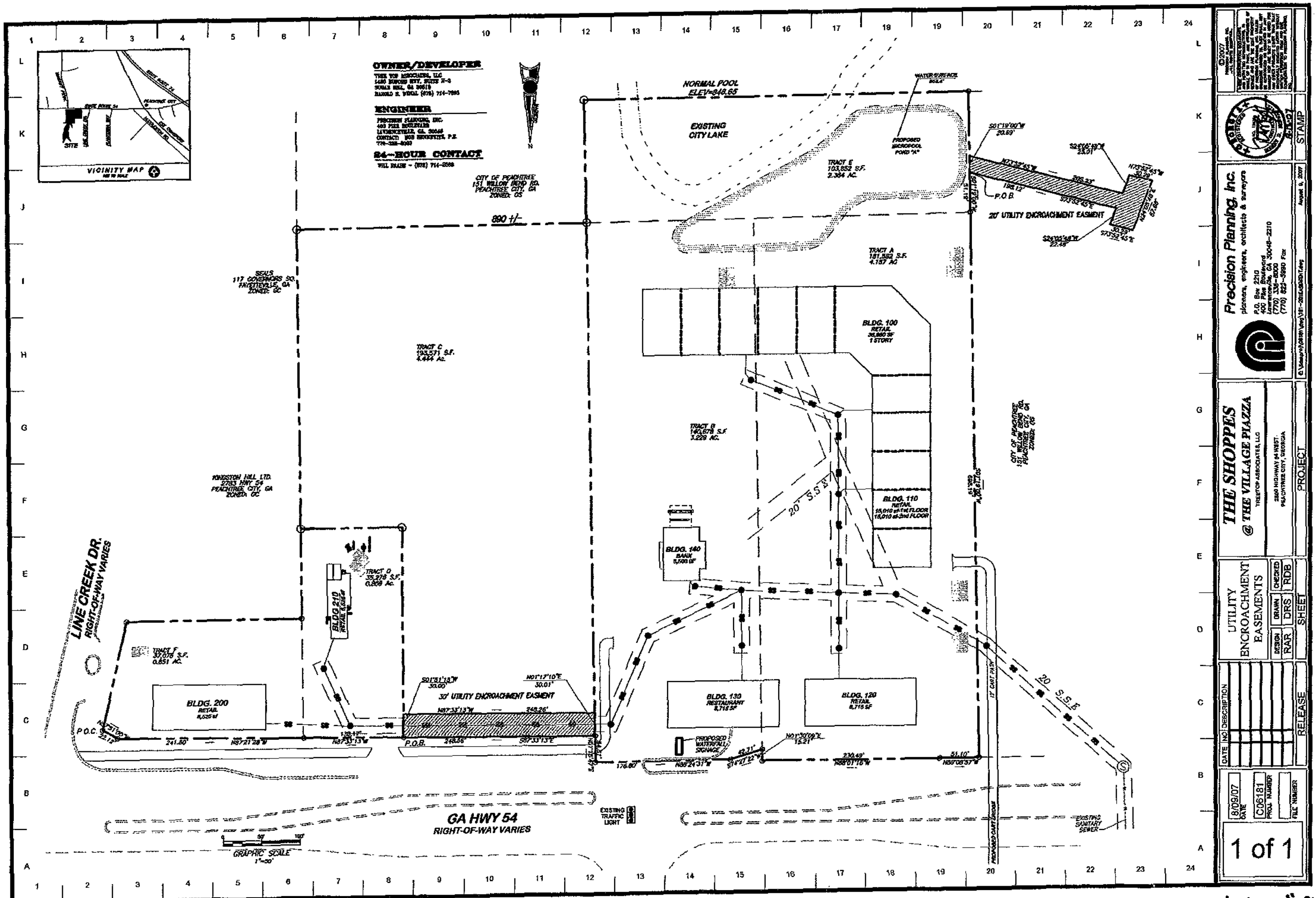

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Exhibit "A"

The Grantor shall assume no liability for injuries or damages to public users of the City's easements, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property. Grantee shall indemnify Grantor for any and all claims that arise from the Grantee's use of the easement rights conveyed herein.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor and Grantee herein and shall inure to the benefit of the successors in interest of the Grantor and Grantee herein.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER: City of Peachtree City

By: ______________________

Mayor

____

Signature

Signed sealed and delivered,
In the presence of

____

Witness

NOTARY:

____

Printed name

____

Signature

My Commission expires:

____

SEAL

EXHIBIT "B"

30' Utility Encroachment Easement

All that tract or parcel of land lying and being in Land Lot 160 of this 7th district, Fayette County, Georgia, being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way of Line Creek Drive (variable right-of-way) with the southerly right-of-way of Georgia Highway 54 (variable right-of-way), thence along said southerly right-of-way of Georgia Highway 54 the following courses: N57°51'00" W a distance of 22.12 feet to a point; thence N87°21'28' W a distance of 241.80 feet to a point; thence N87°33'13" W a distance of 130.17 feet to a point and the true Point of Beginning. Thence leaving the southerly right-of-way of Georgia Highway 54 S01°51'15" W a distance of 30.00 feet to a point; thence N87°33'13" W a distance of 248.26 feet to a point; thence N01°17'10" E a distance of 30.01 feet to a point on the southerly right-of-way of Georgia Highway 54; thence along said right-of-way S87°33'13" E a distance of 248.56 feet to a point, said point being the true Point of Beginning. Said tract contains 0.17 ac.

EXHIBIT "C"

20' Utility Encroachment Easement

All that tract or parcel of land lying and being in Land Lot 160 of this 7th district, Fayette County, Georgia, being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way of Line Creek Drive (variable right-of-way) with the southerly right-of-way of Georgia Highway 54 (variable right-of-way), thence along said southerly right-of-way of Georgia Highway 54 the following courses: N57°51'00" W a distance of 22.12 feet to a point; thence N87°21'28' W a distance of 241.80 feet to a point; thence N87°33'13" W a distance of 378.73 feet to a point; thence N01°15'47" E a distance of 34.51' to a point; thence N88°24'31" W a distance of 176.80 feet to a point; thence S74°27'22" W a distance of 42.71 feet to a point; thence N01°30'09" E a distance of 15.21 feet to a point; thence N88°01'16" W a distance of 230.49 feet to a point; thence N88°08'57" W a distance of 51.10 feet to a point; thence leaving the southerly right-of-way of Georgia Highway 54 S01°19'00" W a distance of 698.19 feet to a point; thence S01°19'00" W a distance of 51.19 feet to a point and the True Point of Beginning. Thence S01°19'00" W a distance of 20.69 feet to a point; thence N73°52'45" W a distance of 205.23 feet to a point; thence S24°05'48" W a distance of 25.01 feet to a point; thence N73°52'45" W a distance of 30.29 feet to a point; thence N24°05'48"E a distance of 67.66 feet to a point; thence S73°52'45' E a distance of 30.29 feet to a point; thence S24°05'48" W a distance of 22.46 feet to a point; then S73°52'45" E a distance of 198.12 feet to a point; said point being the true Point of Beginning said tract contains 0.14 ac.

After recording, return to:

Theodore P. Meeker, III
Davis & Meeker, LLC
6631 Watson Street
Union City, GA 30291

STATE OF GEORGIA
COUNTY OF FAYETTE

DEED OF EASEMENT

THIS INDENTURE, made and entered into this _____day of _________ in the year 2007, between the City of Peachtree City, a political subdivision of the State of Georgia as party of the first part, hereinafter referred to as "GRANTOR", and Tree Top Associates, LLC, as party of the second part, hereinafter referred to as "GRANTEE" (GRANTOR" and "GRANTEE" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESS THAT: Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, aliened, conveyed and confirmed, and by these present does hereby grant, bargain, sell, alien, convey and confirm unto the said Grantee the following:

30' UTILITY ENCROACHMENT EASEMENT: A perpetual non-exclusive easement under certain property described below being a permanent easement approximately 0.17 acres as described within the plat titled *The Shoppes @ the Village Piazza, Utility Encroachment Easements*, dated August 9, 2007 (Exhibit "A"). Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "B") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a storm drain, sanitary sewer line and water line together with all necessary and required pipes, conduits and apparatus, under the subject property. The permanent easement herein granted shall be perpetual in duration.

20' UTILITY ENCROACHMENT EASEMENT: A nonexclusive permanent easement under certain property described below being a permanent easement approximately 0.14 acres as described in Exhibit "A". Such exhibit is, by this reference, incorporated herein and made a part hereof. That certain property, upon which this easement crosses, is more fully described in the Legal Description (Exhibit "C") attached hereto and is, by this reference, incorporated herein and made a part hereof. The purpose of the grant of easement is to allow the Grantee, through its agents and employees, the right and privilege to install, construct and maintain a storm drain, together with all necessary and required pipes, conduits and apparatus, under the subject property.

The Grantor shall assume no liability for injuries or damages to public users of the City's easements, and Grantor shall forfeit no other property rights by virtue of the existence of this easement on his property. Grantee shall indemnify Grantor for any and all claims that arise from the Grantee's use of the easement rights conveyed herein.

This instrument shall be binding upon the heirs, successors and assigns of the Grantor and Grantee herein and shall inure to the benefit of the successors in interest of the Grantor and Grantee herein.

IN WITNESS WHEREOF, the Grantor has hereunto set their hands and seals, or if corporate, have caused this document to be executed by its duly authorized officers and its seal to be hereunto affixed, as of this day and the year first above written.

OWNER: City of Peachtree City

By: ______________________

Mayor

____

Signature

Signed sealed and delivered,
In the presence of

____

Witness

NOTARY:

____

Printed name

____

Signature

My Commission expires:

____

SEAL

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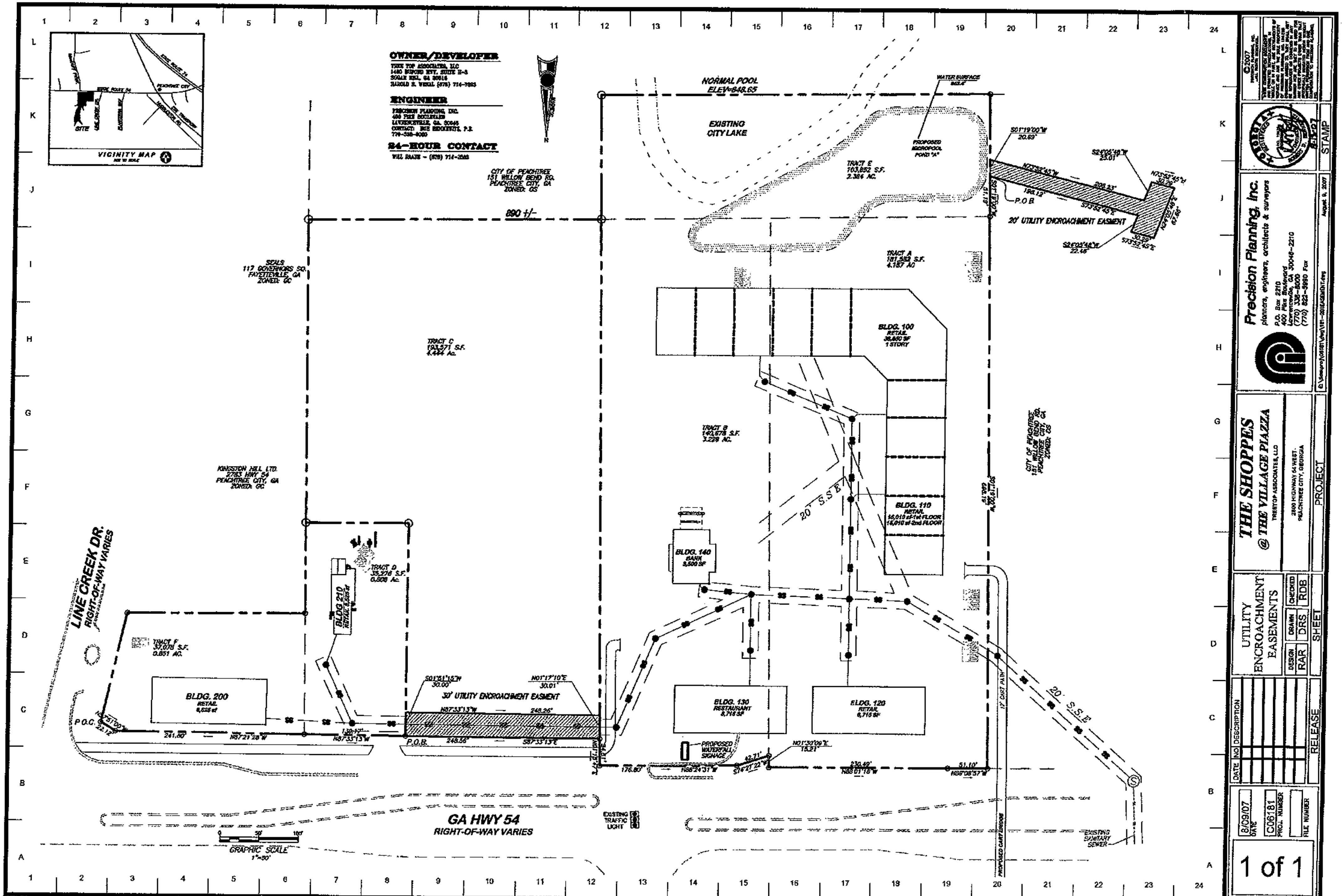

Exhibit "A"

EXHIBIT "B"

30' Utility Encroachment Easement

All that tract or parcel of land lying and being in Land Lot 160 of this 7th district, Fayette County, Georgia, being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way of Line Creek Drive (variable right-of-way) with the southerly right-of-way of Georgia Highway 54 (variable right-of-way), thence along said southerly right-of-way of Georgia Highway 54 the following courses: N57°51'00" W a distance of 22.12 feet to a point; thence N87°21'28' W a distance of 241.80 feet to a point; thence N87°33'13" W a distance of 130.17 feet to a point and the true Point of Beginning. Thence leaving the southerly right-of-way of Georgia Highway 54 S01°51'15" W a distance of 30.00 feet to a point; thence N87°33'13" W a distance of 248.26 feet to a point; thence N01°17'10" E a distance of 30.01 feet to a point on the southerly right-of-way of Georgia Highway 54; thence along said right-of-way S87°33'13" E a distance of 248.56 feet to a point, said point being the true Point of Beginning. Said tract contains 0.17 ac.

EXHIBIT "C"

20' Utility Encroachment Easement

All that tract or parcel of land lying and being in Land Lot 160 of this 7th district, Fayette County, Georgia, being more particularly described as follows:

Commencing at the intersection of the westerly right-of-way of Line Creek Drive (variable right-of-way) with the southerly right-of-way of Georgia Highway 54 (variable right-of-way), thence along said southerly right-of-way of Georgia Highway 54 the following courses: N57°51'00" W a distance of 22.12 feet to a point; thence N87°21'28' W a distance of 241.80 feet to a point; thence N87°33'13" W a distance of 378.73 feet to a point; thence N01°15'47" E a distance of 34.51' to a point; thence N88°24'31" W a distance of 176.80 feet to a point; thence S74°27'22" W a distance of 42.71 feet to a point; thence N01°30'09" E a distance of 15.21 feet to a point; thence N88°01'16" W a distance of 230.49 feet to a point; thence N88°08'57" W a distance of 51.10 feet to a point; thence leaving the southerly right-of-way of Georgia Highway 54 S01°19'00" W a distance of 698.19 feet to a point; thence S01°19'00" W a distance of 51.19 feet to a point and the True Point of Beginning. Thence S01°19'00" W a distance of 20.69 feet to a point; thence N73°52'45" W a distance of 205.23 feet to a point; thence S24°05'48" W a distance of 25.01 feet to a point; thence N73°52'45" W a distance of 30.29 feet to a point; thence N24°05'48"E a distance of 67.66 feet to a point; thence S73°52'45' E a distance of 30.29 feet to a point; thence S24°05'48" W a distance of 22.46 feet to a point; then S73°52'45" E a distance of 198.12 feet to a point; said point being the true Point of Beginning said tract contains 0.14 ac.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**City Council**
VIA:	**City Manager** Bernard McMullen **Financial Services Director** P.S. **Assistant Financial Services Director** JG **Purchasing Agent** ave **Developmental Services Director** David **City Engineer** David A. Borkowski
FROM:	**Stormwater Manager** DAB for M.C.
DATE:	**September 5, 2007**
SUBJECT:	**Huddleston Pond Dam Rehabilitation Project** ***September 6, 2007 City Council Meeting***

Recommendation:

Staff recommends that council award the bid for the construction of a new principal and emergency spillway and upgrades to Huddleston pond dam to Riner Construction Inc., of Williamson, Georgia, for the base bid amount of $320,750.

Discussion:

Due to a potential failure of the primary spillway and ultimately failure of Huddleston pond dam, the City is replacing the primary and emergency spillways for the pond. In addition, the dam embankment will be rehabilitated as a part of the project so as to meet applicable Safe Dam requirements.

On June 27, 2007, the City of Peachtree City solicited bids from contractors for the pond upgrade. In addition to mail solicitations, the City advertised the bid on the 27th of June and 11th of July 2007. Fourteen (14) contractors attended the mandatory pre-bid meeting held on the 12th of July 2007. Four (4) bids were received, opened, and reviewed on August 28, 2007. The bid results were as follows:

Riner Construction Inc.	**$320,750**
Cline Service Corp.	$622,810
Brent Scarbrough & Co.	$634,956
Willow Construction, Inc.	$784,790

After reviewing the bids, staff met with the design engineer and Riner Construction Inc. to discuss the scope and intent of the project. Staff and the design engineer, Schnabel Engineering, went over the details of the project with Riner Construction. Riner felt comfortable with their understanding of the project and with their price as compared with the other bidders.

BID PROPOSAL FOR
HUDDLESTON POND DAM REHABILITATION
BID #07 –156BSW
*******REVISED*******

STATE OF GEORGIA

COUNTY OF Pike

BID OF: River Construction Inc
1815 Drew Allen Rd
Williamson GA
30292

TO THE CITY COUNCIL OF THE CITY OF PEACHTREE CITY, GEORGIA:

The undersigned, as bidder, hereby submits this bid for the Huddleston Pond Dam according to the plans and specifications entitled Huddleston Pond Dam Rehabilitation dated June 27, 2007 which are made a part of this proposal. Bidder has made a personal examination of the site of the proposed work and proposes and agrees that if this proposal is accepted to provide the necessary machinery, tools, apparatus, equipment and all other means of construction, to furnish all materials, labor and all things necessary to complete the work in the manner and within the time stipulated in the plans, specifications, proposed form of contract, invitation to bid and instructions, all of which documents bidder declares he has carefully examined and same are annexed to and made a part of this bid, for the following unit prices, to-wit:

BID FOR CONSTRUCTION

THE ITEMS LISTED BELOW ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE SUPPLEMENTAL SPECIFICITIONS AND SPECIAL PROVISIONS INCLUDED IN THIS CONTRACT, ALL BID DOCUMENTS, AS WELL AS THE GEORGIA STATE HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF ROADS AND BRIDGES 2001 EDITION, AND THE 1997 SUPPLEMENTAL SPECIFICATIONS BOOK.

BASE BID – HUDDLESTON POND DAM REHABILITATION

It is understood that the quantities shown are approximate only and are subject either to increase or decrease and any increases or decreases shall be paid for at the contract unit price. However, any increase in quantity over 20% must be processed as a change order. In case of discrepancy between unit prices and total prices the unit prices shall be used and the totals corrected. Any discrepancy between measurements in bid proposal form and the specifications, the bid proposal form will govern.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	TOTAL AMOUNT
1	Mobilization and Demobilization	1.00	Lump Sum	$6,500.00	$ 6,500.00
2	Clearing and Grubbing	3.00	Ac.	$3,500.00	$10,500.00
3	Pollution Control	1.00	Lump Sum	$14,000.00	$14,000.00
4	Streamflow Diversion & Dewatering	1.00	Lump Sum	$5,000.00	$5,000.00
5	Excavation Common	4,500.00	Cu. Yd.	$ 8.00	$36,000.00
6	Rock Excavation	50.00	Cu. Yd.	$ 75.00	$ 3,750.00
7	Earthfill	9,000.00	Cu. Yd.	$ 6.00	$54,000.00
8	6-in Perforated Pipe	150.00	L.F.	$ 15.00	$ 2,250.00
9	6-in Non-Perforated Pipe	105.00	L.F.	$ 12.00	$ 1,260.00
10	Fine Drain Fill (Type II Fill)	400.00	Cu. Yd.	$ 30.00	$12,000.00
11	Coarse Drain Fill (Type I Fill)	26.00	Cu. Yd.	$125.00	$ 3,250.00
12	Concrete, Backfill	43.00	Cu. Yd.	$ 275.00	$11,825.00
13	Concrete, Reinforced	40.00	Cu. Yd.	$275.00	$11,000.00
14	Steel Reinforcement	5,250.00	Lbs.	$ 2.00	$10,500.00
15	Principal Spillway Conduit - Ductile Iron	120.00	L.F.	$250.00	$ 30,000.00
16	Reservoir Drain Gate	1.00	Each	$17,000.00	$17,000.00
17	Rip Rap Bedding	85.00	Cu. Yd.	$ 75.00	$ 6,375.00
18	Rip Rap	330.00	Tons	$ 36.00	$11,880.00
19	Metal Fabrications	1.00	Lump Sum	$2500.00	$ 2,500.00
20	Permanent Turf Establishment Per Erosion Control Plan	1.00	Lump Sum	$26,000.00	$ 26,000.00
21	Path Light removal and replacement	1.00	Lump Sum	$6,000.00	$ 6,000.00
22	Path construction	1,070.00	L.F.	$20.00	$21,400.00
23	Path demolition	960.00	L.F.	$ 6.00	$5,760.00
24	Excavation Common – Field Determined by Engineer in excess of Item #5 above	1,000.00	Cu. Yd.	$8.00	$ 8,000.00
25	Dock Removal and Installation	1.00	Lump Sum	$4,000.00	$ 4,000.00

TOTAL BASE BID HUDDLESTON POND DAM REHABILITATION $ 320,750.00

It is understood that the quantities shown are approximate only and are subject either to increase or decrease and any increases or decreases shall be paid for at the contract unit price. However, any increase in quantity over 20% must be processed as a change order. In case of discrepancy between unit prices and total prices the unit prices shall be used and the totals corrected. Any discrepancy between measurements in bid proposal form and the specifications, the bid proposal form will govern.

No bid may be withdrawn for a period of sixty (60) days after the scheduled time for receiving bids.

Attached hereto is bid bond made by Auto - Owners Insurance Company a

surety company qualified to do business in Georgia, payable to the City of Peachtree City, Georgia (or certified check) in the amount of five percent (5%) of the above bid, to wit:

$ 116,037.50 .

If this proposal shall be accepted by the City of Peachtree City and the undersigned shall fail to execute a satisfactory contract in the form of said proposed contract and give satisfactory performance bond and payment bond as stated in the Advertisement for Bids, Invitation to Bid and Instructions attached hereto within ten (10) calendar days from the date of notification of acceptance by the City, then the City may at its option determine that the undersigned has abandoned the contract and thereupon this proposal shall be null and void, and the sum stipulated in the attached bid bond (or certified check) shall be forfeited to the city as liquidated damages.

The undersigned has checked all of the above figures, and understands that the owner will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid.

In submitting this bid, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

The undersigned declares that the person or persons signing the bid is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all of the Bid's conditions and provisions thereof.

It is agreed that no person or persons or company other than the firm listed below or as otherwise indicated has an interest whatsoever in this bid or the Contract that any be entered into as a result of this Bid and that in all respects the bid is legal and firm, submitted in good faith without collusion or fraud.

It is agreed that the undersigned has complied or will comply with all requirements of local, state and national laws, and that no legal requirements had been or will be violated in making or accepting this Bid, in awarding the contract to him and/or in the prosecution of the work required.

In submitting this Proposal, it is understood that the right is reserved by the Owner to reject any or all bids and waive all informalities in connection herewith.

The Owner will not be bound to enter into a Construction Agreement with the low bidder unless a mutually acceptable construction cost is reached.

The undersigned agrees to commence actual physical work on the site with adequate force and equipment within ten (10) days of the date to be specified in a written order of the Owner and to complete fully all work within one hundred-twenty (120) consecutive calendar days from the included said date.

For and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, the undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but shall remain open for acceptance for a period of sixty (60) days following such time.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the undersigned will execute and deliver to the Owner proof of insurance coverage, all within ten (10) days after personal delivery or after deposit in the mails of the Notices of Award of this bid.

The names of all persons interested in the foregoing bid as principals are listed below:

(IMPORTANT NOTICE: If bidder is a corporation, give legal name of the corporation, state where incorporated and the name of its president and secretary. If a partnership, give the name of the firm and names of all individual co-partners composing the firm. If bidder is an individual, give first and last names in full.)

Riner Construction, Inc. GA

Chris Riner, Pres.

Addendum Receipt: The receipt of the following addendum(a) to the specifications is acknowledged.

Addendum No. 1 dated 7-17-07
Addendum No. 2 dated 7-30-07
Addendum No. 3 dated 8-13-07
Addendum No. 4 dated 8-23-07
Addendum No. ____ dated ______
Addendum No. ____ dated ______

Upon award, successful bidder shall provide a schedule of unit costs.

Payments shall be made as follows: The City shall pay said Contractor monthly, as the work progresses, the amounts earned during the preceding month less 10% of these amounts and shall pay the balance due hereunder within thirty (30) days after the work is fully completed and accepted by the Public Services Director of Peachtree City; provided, however, that final payment shall not be made until said Contractor shall submit satisfactory proof to the Public Services Director of Peachtree City that all just claims for labor, materials, skills, tools and equipment incident to said work have been fully paid by said Contractor, and that said Contractor has settled and satisfied every lawful claim for damages against the Contractor incident to said work.

If the Contractor is behind schedule as determined by the required estimated Progress Schedule, then the City may, at its option, withhold, in addition to the ten percent (10%) prescribed above, a percentage of the monthly payment equal to the percent the Contractor is behind schedule, but not to exceed a total withholding of fifty percent (50%).

Within ten (10) calendar days from date of notification of acceptance by the City, the Contractor, as principal, and Auto Owners Insurance Company, a surety company qualified to do business in Georgia, as surety, shall furnish to the City a Performance Bond in the amount $320,750.00 and Payment Bond in the amount of $362,825.00, for the use of all persons doing work or furnishing skills, tools, machinery or materials under or for the purpose of this Contract, in accordance with the provisions in Section 13-10-1 of the Ann. 36-82-101 Code of the State of Georgia, as amended, where applicable. The life of these bonds shall extend through the life of this Contract including a ninety (90) day maintenance period and a twelve (12) month guarantee period after completion of work performed under this Contract.

The Contractor shall, without expense to the City, provide: Workmen's Compensation Insurance and Comprehensive Liability Insurance covering all operations and automobiles as required by terms of the Invitation to Bid and/or specifications within ten (10) calendar days from date of notification of acceptance by the City.

The Contractor shall defend, exonerate, indemnify and save harmless the City from and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property, which damage or injury is alleged to be caused by, or sustained in connection with, the performance of the contract work. The Contractor shall pay, without cost to the City, for the defense of any and all claims, litigation and actions, suffered through any act or omission of the Contractor, any Subcontractor, or anyone directly or indirectly employed by or under the supervision of the Contractor or Subcontractor.

It is further agreed between the parties hereto that if at any time after the execution of this agreement, surety bond and payment bond, the City shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the work, the Contractor shall furnish at his expense, within five (5) days after the receipt of notice from the City so to do, additional bonds in such form and amount and with such surety or sureties, as shall be satisfactory to the City. In such event, no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance and payment of the work shall be furnished in manner and form satisfactory to the City.

Signed, sealed and dated this 28 day of August, 2007.

Chris R (SEAL)

BIDDER' SIGNATURE

Chris Riner

BIDDER'S WRITTEN NAME

BY:__________________(SEAL)

THE AMERICAN INSTITUTE OF ARCHITECTS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we **Riner Construction Company, Inc.**
1815 Drew Allen Road, Williamson, Georgia 30292 (Here insert full name and address of legal title of Contractor)

as Principal, hereinafter called the Principal and **Auto-Owners Insurance Company**
P.O. Box 30660, Lansing, Michigan 30660 (Here insert full name and address of Surety)

a corporation duly organized under the laws of the State of **Michigan**

as Surety, hereinafter called the Surety, are held & firmly bound unto **City of Peachtree City**
151 Willowbend Rd., Peachtree City, GA 30269 (Here insert full name or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of Amount Bid** Dollars

WHEREAS, the principal has submitted a bid for **Huddleston Pond Dam Rehabilitation**
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **28th** day of **August** 20 **07**

RINER CONSTRUCTION COMPANY, INC.

BY: Chris Riner
(Principal) (Seal)

Witness

Chris Riner, Pres
(Printed Name & Title)

AUTO-OWNERS INSURANCE COMPANY

BY: Carrie J. Key
(Surety) (Seal)

Witness
Erica J. Barfield

Carrie J. Key, Attorney-In-Fact
(Printed Name & Title)

DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN

POWER OF ATTORNEY

NO. 597094

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, pursuant to the following Resolution adopted by the directors of the said Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

does hereby constitute and appoint John D. Potts and/or Carrie J. Key
Woodstock, Georgia

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.,

provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed Three Million and no/100 ($3,000,000.00) Dollars

and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused these presents to be signed and its corporate seal to be affixed by its authorized officer this 23rd day of November, 2005.

Attest

S.R. Birn, Secretary

Ronald H. Simon

R. H. Simon, President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 23rd day of November, 2005, before me a notary public, came the individual, to me personally known, who executed the preceding instrument and being by me duly sworn, said that he is the therein described and authorized officer of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN: that the seal affixed to said instrument is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed my official seal at the City of Lansing, the day and year first above written.

MICHELLE A. BOTTUM
NOTARY PUBLIC
SEPT. 28, 2011
STATE OF MICHIGAN

My commission expires Sept. 28, 2011

Michelle A. Bottum

Michelle A. Bottum, Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, S.R. Birn, Secretary of the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, do hereby certify that the foregoing is a true and correct copy of Power of Attorney issued by said Auto-Owners Insurance Company of Lansing, Michigan, and that I have compared same with the ORIGINAL on file in the Home Office of said Company, and that it's a correct transcript thereof, and of the whole of the said original, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In WITNESS WHEREOF, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Company at the City of Lansing, Michigan, this 28th day of August, 2007.

AUTO-OWNERS INSURANCE
Seal
LANSING, MICH.

S.R. Birn, Secretary

If the words "UNAUTHORIZED COPY" appears on the face of this document, it renders this document null and void.

Founders Insurance Group LLC

August 28, 2007

City of Peachtree City
Purchasing Department
151 Willowbend Road
Peachtree City, Georgia 30269

RE: Riner Construction Company, Inc.
Project: Huddleston Pond Dam Rehabilitation

To Whom It May Concern:

We have been privileged to provide Performance and Payment bonds on behalf of Riner Construction Company, Inc. for the last several years.

Their present surety company is Auto Owners Insurance Company. Auto Owners has issued a formal line of credit for our use in servicing their surety needs. This line is for a surety program consisting of $1,000,000 single project and $2,000,000.00 aggregate program. This is by no means an indication of the maximum surety credit available to Riner Construction Company, Inc. but rather a working line of credit to handle their normal needs.

If they are successful in their negotiations with you and enter into a mutually acceptable contract, we do not anticipate any problems in furnishing Performance and Payment bonds. As always, this will be subject to Auto Owners Insurance Companies normal underwriting review and acceptable bond forms.

If you need additional information, please give me a call.

Sincerely yours,

Carrie J. Key

Carrie J. Key
Attorney-In-Fact

CJK:mds

309 Creekstone Ridge • Woodstock, GA 30188 • Phone: 770.592.3132 • Fax: 770.592.9190

SECTION 00500
CITY OF PEACHTREE CITY
QUESTIONNAIRE SHEET

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a General Contractor?
   22 years

2. Name three (3) Category 2 Dams you have constructed or repaired in the last five (5) years Give project name and describe the scope of the project, contact person, address and telephone number.

   (use additional pages as needed)

3. Have you **ever** failed to complete work awarded to you: if so, where and why?
   no

4. The following are named as **three** relevant municipalities, counties, cities, corporations or individuals for which you have completed similar projects in the last three (3) years: (Give company name, contact person, address, telephone number and the project name).
   ① Upson Co. | Lincoln Park
   Carter | Sloope - Kurt McCord
   478-477-3923
   ② Siteworks - Bill Tanner 770-468-1601
   ③ SR-155 - Paragon - Jason 7) 412-7700

   (use additional pages as needed)

5. Have you personally inspected the proposed work and have you a complete plan for its performance?
   yes

6. Will you sublet any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:
   Concrete structure - Dean Ryann Construction

(continue)

Angela Egan fax # 7/631-2505
Huddleston Pond Dam

2 (3 dams)

(1) Lake mont
Adair Dickerson 404-219-7112 Dave-
-dam thru pipe work
and major dam stabilization.

+ (2) Stone mtn.
Bill Tanner 770-468-1601
-dam thru pipe replacements
including concrete cradle
new outlet structures and
partial dam replacement.

+ (3) Chris Riner (770-550-3675)
built 4 acre pond - new -
thru pipe with outlet
control structure.
770.567.1260
770.550.3675

Angela - If you need anything
else please give me a call.
Jamy Riner cell - 678-603-7341

____

____

____

____

(use additional pages as needed)

7. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Riner Construction, Inc.
Correct Name of Bidder

(a) The business is a (Proprietorship) (Partnership) (Corporation).

(b) The address of principal place of business is:

1515 Drew Allen Rd
Williamson GA 30292

(c) The telephone number and facsimile number are:

770-567-1260 (f) 770-567-1262

(d) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Chris Riner Name	Pres. Title
Name	Title
Name	Title

Bidder

(e) The name(s) of the agent of the corporation registered with the Secretary of State and address:

Chris Riner Name	Pres. Title

1515 Drew Allen Rd, Williamson GA 30292
Address

END OF SECTION

SECTION 00510

CERTIFICATE OF CORPORATE BIDDER

I, James S. Riner, certify that I am Secretary of the Corporation named as bidder herein, same being organized and incorporated to do business under the laws of the State of Georgia that Chris Riner, who executed this proposal on behalf of the bidder were, then and there, Riner Construction, Inc. and Chris Riner, respectively, and that said proposal was duly signed by said officers for and in behalf of said Corporation, pursuant to the authority of its governing body and within the scope of this corporate powers.

I further certify that the names and addresses of the owners of all the outstanding stock of said corporation as of this date are as follows:

Chris Riner 1815 Drew Allen Rd,
Williamson GA 30292

This 26 day of August, 2007.

James S. Riner (Corporate Seal)
Secretary

SECTION 00530

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establishing a continuing drug-free awareness program to inform its employees about:
   - A. The dangers of drug abuse in the work place;
   - B. The vendor's policy of maintaining a drug-free workplace;
   - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
   - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1):

4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
   - A. Abide by the terms of the statement; and
   - B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

5. Notifying Peachtree City City Hall in writing within ten (10) calendar days after receiving notice under subdivision (4) (A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;

6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
   - A. Taking appropriate personnel action against such employee, up to and including termination; and/or
   - B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and

7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6)

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: Chris R Date: 8-27-07

Print Name: Chris Riner

Company: Riner Construction, Inc.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager

FROM: Paul J. Salvatore, Financial Services Director P.S.
Ann E. Tyler, Acting City Clerk

DATE: September 4, 2007

SUBJECT: Defined Benefit Plan Change of Custodian

September 6, 2007 City Council Consent Agenda

Recommendation:

That City Council adopt the attached resolution appointing State Street Bank and Trust Company as custodian of the City of Peachtree City's Defined Benefit Pension Plan and direct the Trustees of the Plan to execute all documents necessary to implement this custody arrangement.

Discussion:

On October 2, 2003, City Council adopted a single-employer defined benefit pension plan for the employees of the City of Peachtree City. Shortly after that, the City appointed SouthTrust Bank as custodian of the pension plan. When SouthTrust merged with Wachovia Bank, Wachovia became custodian of the pension plan. Our pension plan advisor, Clark Weeks, recently brought to our attention that the City could save approximately $5,000 each year by utilizing State Street Bank and Trust Company as custodian of the plan. State Street is currently used to direct pension investments with PIMCO.

The Pension Board of Trustees consisting of the City Manager, the Financial Services Director, and the Acting City Clerk recently met and approved this change in custodian for the pension plan and recommend that the attached resolution be adopted.

Budget Impact:

Approximate $5,000 is expected to be saved annually with the implementation of this change is custodian for the City's Defined Benefit Pension Plan.

c: Janet I. Camburn, Assistant Finance Director

CITY OF PEACHTREE CITY
APOINTMENT OF DEFINED BENEFIT PLAN CUSTODIAN

I, Ann E. Tyler, do hereby certify that I am the Acting City Clerk of the City of Peachtree City, Georgia and I further certify that the following resolution was adopted by the Peachtree City Council at a meeting duly called and held on September 6, 2007.

WHEREAS, the City of Peachtree City desires to appoint State Street Bank and Trust Company to serve as Custodian with regard to the City's Defined Benefit Pension Plan.

NOW, THEREFORE, BE IT RESOLVED that State Street Bank and Trust Company shall serve as Custodian of the Plan, and shall serve until the appointment of a successor.

FURTHER RESOLVED that the Trustees of the City's Defined Benefit Plan are hereby authorized and directed to execute documents, including, but not limited to a Custody Agreement with State Street Bank and Trust Company, and to take such further action as they deem necessary or desirable to implement the foregoing resolution, and that any such action previously taken is hereby ratified and confirmed.

IN WITHNESS WHEREOF, I have signed my name and affixed the seal of the City on this _____ day of ___________________, 2007.

____
Ann E. Tyler
Acting City Clerk

ATTEST:

____

[City Seal]