



**City of Fayetteville
City Council Meeting**

FAYETTEVILLE CITY COUNCIL

**Edward J. Johnson, Jr., Mayor
Richard J. Hoffman,
Mayor Pro Tem
Kathaleen Brewer
Paul C. Oddo, Jr.
Harlan Shirley
Scott Stacy**

STAFF

**Ray Gibson, City Manager
Anne Barksdale, City Clerk**

MEETING LOCATION

**Fayetteville City Hall
Council Chambers
240 South Glynn Street
Fayetteville, Ga. 30214**

**MEETING TIME
EACH MONTH**

**Regular Session
1st & 3rd Thursday –
6:00PM**

MAYOR AND COUNCIL OFFICE

**Fayetteville City Hall
240 South Glynn Street
Fayetteville, Ga. 30214**

**Phone: 770-461-6029
Fax: 770-460-4238**

**Web Site:
www.fayetteville-ga.gov**

**E-Mail Address:
abarksdale@fayetteville-ga.gov**

**City Council Meeting
Agenda
August 15, 2019
6:00 PM**

Call to Order

Opening Prayer

The Pledge of Allegiance to the Flag

Approval of Agenda

1. Approval of Minutes of the August 1, 2019 Regular City Council Meeting

RECOGNITIONS AND PRESENTATIONS:

2. Recognize Linda Stephens - Retirement
3. City Hall and Park Space Update: ***Presented by City Manager Ray Gibson***

PUBLIC HEARINGS:

4. Consider #0-23-19 - Revert Zoning of Approximately 114.91-acres Located at 1129 and 1137 Highway 54 West (Parcel Numbers 0528 043, 0521 016, 0521 005, 0521 088, and 0521 077) from PCD (Planned Community Development) to R-70 (Single Family Residential): ***Presented by Director of Community Development David Rast***

NEW BUSINESS:

5. Consider R-29-19 - Reclassification of Police Department Administrative Assistant Position: ***Presented by Director of Human Resources Nella Cooper***
6. Consider R-30-19 - Reorganization of the Finance Customer Service Division: ***Presented by Director of Human Resources Nella Cooper***
7. Consider R-31-19 - PFA City Parameters Water/Sewer Advanced Refunding 2010 Water/Sewer Bonds: ***Presented by City Manager Ray Gibson***
8. Consider Items for Surplus: ***Presented by City Clerk Anne Barksdale***

REPORTS AND COMMENTS:

City Manager & Staff Reports

City Council and Committee Reports

Mayors Comments

Public Comments

ANNOUNCEMENTS:

City of Fayetteville
Regular Mayor and City Council Meeting
Minutes
August 1, 2019

Call to Order

The Mayor and City Council of Fayetteville met in regular session on August 1, 2019 at 6:00 p.m. in the Council Chambers at City Hall. Mayor Edward Johnson called the meeting to order, followed by Opening Prayer and led those attending in the Pledge of Allegiance to the Flag. Council members present were: Harlan Shirley, Kathaleen Brewer, Paul Oddo, Rich Hoffman, and Scott Stacy. Staff members present were City Manager Ray Gibson and City Clerk Anne Barksdale.

Hoffman moved to approve the agenda as presented. Oddo seconded the motion. Motion carried unanimously.

Shirley moved to approve the minutes of the Regular City Council Meeting of July 18, 2019. Stacy seconded the motion. Motion carried unanimously.

Public Hearings:

Mayor Johnson called Consider #0-20-19 – City Initiated Annexation (178 North 85 Pkwy) – Public Hearing and 2nd Reading.

David Rast, Director of Community Development stated there have been no changes to the application from our last meeting.

There were no public comments.

Hoffman moved to approve #0-20-19 – City Initiated Annexation (178 North 85 Pkwy). Shirley seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider #0-21-19 – City Initiated Rezoning (178 North 85 Pkwy) – Public Hearing and 2nd Reading.

David Rast, Director of Community Development stated within the North 85 Parkway development there is a mixture of M-1 (Light Industrial) and C-3 (Highway Commercial) zoning. Our

recommendation for this tract is M-1 (Light Industrial) which is similar to the parcels to the east and west.

There were no public comments.

Oddo moved to approve #0-21-19 – City Initiated Rezoning (178 North 85 Pkwy.). Brewer seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider #0-22-19 – Rezoning Request (River’s Land I, LLC, Veteran’s Pkwy. and Hwy 54 West) – Rezone approximately 6.026 Acres with Parcel ID(s) 07040 037 from R-70 (Single Family Residential) to O-I (Office Institutional) – Public Hearing and 2nd Reading.

David Rast, Director of Community Development stated the tract of land is south of Veteran’s Pkwy. There have been no changes since the first reading, however the site plan was revised to show a potential cul-de-sac off of the future road as opposed to a road connection to Veteran’s Pkwy. He said this particular drawing would be adopted as a part of the rezoning.

Mayor Johnson added and David Rast confirmed, this is because there are no curb cuts allowed at that end of this parcel.

There were no public comments.

Shirley moved to approve #0-22-19 – Rezoning Request (River’s Land I, LLC, Veteran’s Pkwy. and Hwy 54 West) – Rezone approximately 6.026 Acres with Parcel ID(s) 07040 037 from R-70 (Single Family Residential) to O-I (Office Institutional). Stacy seconded the motion. Motion carried unanimously.

New Business:

Mayor Johnson called Consider R-4-19 – Request to Extend Moratorium on Planned Commercial District (PCD) Rezoning Request.

City manager Ray Gibson stated February 7th of this year Council approved extension of the Planned Community District (PCD) moratorium and we would again like to extend this until the completion of the Unified Development Ordinance (UDO). He said the ultimate goal is not to have PCD as a zoning district anymore. We are looking at the end of the year for completion of the UDO, so we would like to extend the PCD moratorium until December 31, 2019.

Hoffman moved to approve R-4-19 – Request to Extend Moratorium on Planned Commercial District (PCD) until December 31, 2019. Brewer seconded the motion. Motion carried unanimously.

Mayor Johnson called R-24-19 – Bid Award for the Bates Avenue Culvert Replacement and Drainage Improvements.

Director of Public Services Chris Hindman stated, Staff has reviewed the four bids that were received on June 13th for the Bates Avenue Culvert Replacement and Drainage Improvements. During the review process it was discovered that the low bidder, C&C Lovejoy, LLC did not have the required Georgia Utility Contractor's License Number. This is a requirement per the bid document and thus the bid was rejected.

He said Staff recommends TW Brown who was the second lowest bidder in the amount of \$125,037.30 to be awarded the contract to perform the necessary work for the project. Through the review process, TW Brown met all of the requirements laid out for the contractors to be considered for the project. The project will be funded through our GEFA loan and is the last project for the Phase 1 Project list.

Oddo moved to approve R-24-19 – Bid Award for the Bates Avenue Culvert Replacement and Drainage Improvements. Brewer seconded the motion. Motion carried unanimously.

Mayor Johnson called R-25-19 – Construction Management at Risk Contract of the Wastewater Treatment Plant Upgrade Project.

Director of Public Services Chris Hindman stated, the City of Fayetteville opened Request for Proposals on October 25, 2018 for the Construction Management at Risk (CMAR) for the Wastewater Treatment Plant Upgrade. City Council awarded pre-construction services to Reeves Young in December 2018.

He added, the pre-construction services were completed in June 2019 and City Council authorized staff to work with Reeves Young to develop the contract document for the construction phase of the project. City staff worked with Reeves Young and our third party engineering consultant to develop the Guaranteed Maximum Price for the construction of the upgrades at the plant. The Guaranteed Maximum Price based upon information gathered from the engineer, City staff and Reeves Young is \$15,949,128.12 for the construction phase of the project.

Staff recommends approval of Resolution R-25-19 so that Reeves Young can move forward with the contract to construct the upgrades at the wastewater plant. The resolution will authorize the City Manager to sign any and all necessary contract documents.

Shirley moved to approve R-25-19 – Construction Management at Risk Contract of the Wastewater Treatment Plant Upgrade Project. Stacy seconded the motion. Motion carried unanimously.

Mayor Johnson called R-26-19 – Adoption of Master Path Plan.

David Rast, Director of Community Development introduced Michael Kray of Jacobs Engineering to discuss the plan.

Mr. Kray explained the development of the City of Fayetteville’s Master Path Plan to identify existing and proposed sidewalk, side path and multi-use path projects within the city limits that would interconnect with the sidewalk, side path and multi-use path projects identified within the county-wide plan.

Oddo moved to approve R-26-19 – Adoption of Master Path Plan. Brewer seconded the motion. Motion carried unanimously.

Mayor Johnson called Consider R-27-19 – Abandonment of City Owned Right of Way – Highway 92 and Highway 92 Connector.

David Rast, Director of Community Development stated the city has received a request from J.W. Sheffield and I.C. Rolader to convey ownership of approximately 2.309-acres located within a 66.6-acre tract of land at the corner of Highway 92 and the Highway 92 Connector. The property was conveyed to the City of Fayetteville in December 1987 for the purposes of constructing the South Highway 92 Connector.

He explained the road was constructed shortly thereafter and the referenced right-of-way was ultimately not utilized as a part of the public right-of-way. The right-of-way remains undeveloped and unused by the public. The City Attorney has confirmed that no state or federal funds were used to acquire the right-of-way.

Staff recommends that the Mayor and Council approve Resolution R-27-19 conveying ownership of approximately 2.309-acres to J.W. Sheffield and I.C. Rolader.

Shirley moved to approve R-27-19 – Abandonment of City Owned Right of Way – Highway 92 and Highway 92 Connector. Oddo seconded the motion. Motion carried unanimously.

City Manager and Staff Reports:

City Manager Ray Gibson updated Council on the UDO. He said the contract is ending with our current consultant and we will complete the project in house, based on the changes given by the advisory committee.

He introduced and welcomed our new City Planner Denise Brookins. 0

City Council and Committee Reports:

Councilmember Brewer stated she talked with a group of mothers that would like to have a memorial tree planted downtown in memory of their children that passed due to drug overdoses.

Mayor Johnson said we will wait on a formal request.

Councilmember Oddo acknowledged the success of the concert series at the amphitheater.

Mayor's Comments:

Mayor Johnson said with school back in session, we all need to be vigilant about school traffic.

Public Comments:

Mrs. Evelyn Thompson (Innisbrook Way) asked how much authority an HOA has in restricting parking on a street in a neighborhood as opposed to what the City can do.

City Manager Ray Gibson said it is a city right of way so the enforcement is up to the City. It is not legally enforceable by the HOA. He said HOA's are asking the City for an ordinance to not allow parking on the street, but that would be problematic in certain situations, especially downtown. He stated we are open to dialogue on it though.

Oddo moved to adjourn the meeting. Shirley seconded the motion. The motion carried unanimously.

Respectfully submitted,

Anne Barksdale, City Clerk



TO: Mayor and Council

VIA: Ray Gibson City Manager

CC: Anne Barksdale City Clerk

FROM: David Rast Director of Community Development

DATE: August 5, 2019

SUBJECT: Consider Ordinance # 0-23-19 to revert zoning of approximately 114.91-acres located at 1129 and 1137 HWY 54 West (Parcel Numbers 0528 043, 0521 016, 0521 005, 0521 088, and 0521 077) from PCD (Planned Community Development) to R-70 (Single Family Residential)

The rezoning request for the properties located at 1129 and 1137 Highway 54 West (Parcel Numbers 0521 088, 0521 077, 0527 005 and 0521 016) was approved by the Mayor and Council on August 2, 2018 (Ordinance # 0-14-18). The combined 144.91-acre tract was rezoned from R-70 Low-density Single-family Residential to PCD Planned Community Development to accommodate the Folia Crossroads mixed-use development which was to include no more than 265 single-family detached residential units, a 125-room boutique hotel, and approximately 170,000 SF of retail, office and restaurant space.

The preliminary plat for the first phase of the development was submitted on August 29, 2018, and was placed on the September 25, 2018 Planning & Zoning Commission for consideration. On September 6, 2018, City Staff received an e-mail from the Applicant requesting that the plat be pulled from the agenda. There was no activity on the project until March 21, 2019 when the city received a letter from the Applicant for the rezoning (BCM Construction Group, LLC) notifying the city they were in litigation with the owners of the property and requested “*to be put on the agenda for the earliest August 2019 council meeting to request rescinding the Folia Crossroads development agreement.*”

Section 94-87 (3) – Amendment procedure, of the City of Fayetteville Zoning Ordinance, states:

- (3) *The petitioner's substantial compliance, within 12 months of the date of the ordinance of rezoning, with the plans for the project proposed in the development plan submitted with the initial applicant's application for rezoning, and as thereafter amended by the applicant and accepted by the city council, is required. Substantial compliance means that the applicant must have initiated development of the*

project to the point that it is clearly in progress in accordance within the plan. The applicant's final representation of proposed use of the site, the final development plans presented to the mayor and council in support of the application (and accepted by the mayor and council as reflected in the zoning ordinance or the council's minutes of the proceedings), and the implementation of any conditions imposed upon the proposed use and/ or development plans, shall be conditions to the continued existence of any rezoning granted by this chapter. If, within 12 months of the re-classification granted by this chapter, the applicant fails to initiate development of the subject site in conformity with said uses and development plans, including any conditions imposed by the council, the zoning granted in the ordinance of rezoning shall be automatically revoked, and the land's zoning classification shall revert to the zoning classification of the land prior to the rezoning. If an annexation was granted, the site will revert to the zoning classification most compatible with that of the surrounding area, as determined by the city council.

The ordinance places the burden of showing “substantial compliance” on the Applicant and/ or the property owner. Other than the preliminary plat that was submitted and later withdrawn, there have been no further plans submitted for the property and reverting the zoning of the property from its current zoning designation of PCD back to R-70 is appropriate. When the Applicant and/ or property owner are ready to move forward with this or another development, a new rezoning request can be considered at that time.

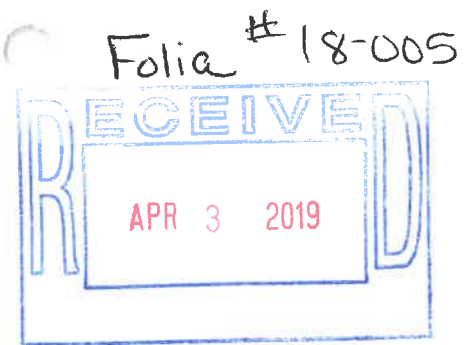
Recommendation

Staff recommends that the Mayor and Council approve Ordinance # 0-23-19 and revert the zoning of the properties located at 1129 and 1137 Highway 54 West (Parcel Numbers 0521 088, 0521 077, 0527 005 and 0521 016) from PCD Planned Community Development to R-70 Low-density Single-family Residential.

3/21/19

Via Registered Mail

City of Fayetteville
240 Glynn Street S
Fayetteville, GA 30214



Dear Mayor, Council and City Staff

As you may be aware, BCM Construction Group's contract with the Williams expired shortly after the rezoning meeting as they refused to extend the contract. We are in litigation with them and are hopeful we can reach some resolution. It is our understanding that any project that fails to have an LDP issued within 12 months of re-zoning may, at Council's discretion, have the granted zoning/ Development Agreement rescinded. We respectfully request to be put on the agenda for the earliest August 2019 council meeting to request rescinding the Folia' Crossroads development agreement.

Given that the development agreement specifically identifies our company as the developer, we are concerned that the Williams are pursuing another developer/ builder. Any developer that's less committed to quality and integrity could potentially tarnish our good name given the strong press coverage and our name association with the project. We believe that our reputation was critical in your decision in granting approval for the project and we would like to protect that good name.

We are still very interested in developing the property as we've already spent well over \$150,000 and hundreds of hours to get the project approved. We are still working for a resolution and hope to report to you all soon that the project is moving forward as planned. We're confident we're the right company to bring our vision of the development to fruition.

Thank you for considering our concerns and commitment of time and financial resources and trust you will include us on the Council agenda in August.

Sincerely,

Rob Beecham
BCM Construction Group, LLC
rob@foliagroup.com
470.719.8911

Distribution List:

Mayor Edward Johnson
Council Member Paul Oddo
Mayor Pro Tem Rich Hoffman
Council Member Kathaleen Brewer
Council Member Harlan Shirley
Ray Gibson – City Manager
Jahnee Prince – Director of Development

Cc: J.D. Holmes, 140 Old Mill Ct, Fayetteville, GA 30214
Douglas Warner, 101 World Drive, Ste 325, Peachtree City, GA 30269

Proposed Ordinance
Subject Matter: #0-23-19 – Zoning – Folia Crossroads
Date First Presented at Council Public Meeting: 08-15-19
Date of Public Hearing Before City Council: 08-15-19
Date of Second Reading and Adoption: 08-15-19
Date of Notice Published in Fayette County News: 07-31-19

CITY OF FAYETTEVILLE
COUNTY OF FAYETTE
STATE OF GEORGIA

ORDINANCE NUMBER 0-23-19
(as enacted)
CITY OF FAYETTEVILLE, GEORGIA

PREAMBLE AND FINDINGS

The City of Fayetteville (the “City”) has initiated the action to rezone property located at 1129 and 1137 Hwy 54 West and further described in **EXHIBIT "A"**. Said parcels are presently zoned as **PCD** within the city limits of the City of Fayetteville. The City of Fayetteville is rezoning the property to **R-70** pursuant to the City of Fayetteville's Comprehensive Zoning Ordinance. The City has given notice to the public of this proposed rezoning as required by law and public hearings have been conducted as required by law. The City complied with the requirements of O.C.G.A. § 36-36-4 and § 36-36-5 prior to the adoption of this Ordinance. The City Council finds that the requested rezoning is consistent with the City’s zoning standards at Sec. 94-42 of the City’s zoning ordinance.

AN ORDINANCE OF THE CITY OF FAYETTEVILLE

IT IS HEREBY ADOPTED AND ORDAINED BY THE CITY OF FAYETTEVILLE AS FOLLOWS:

ARTICLE I

The zoning classification of the described property in **Exhibit “A** (the “Property”) attached hereto and incorporated herein, shall be, and is hereby rezoned from **PCD** to **R-70**, pursuant to the City of Fayetteville’s Comprehensive Zoning Ordinance, subject to Article IV below.

ARTICLE II

Any ordinance or part of any ordinance in conflict herewith is hereby repealed.

ARTICLE III

If any section, subsection, sentence, clause, phrase, or other portion of this ordinance for any reason is held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed as a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portion hereof.

ARTICLE IV

This ordinance shall become immediately effective upon its adoption, subject to the following conditions:

1. Any condition or conditions imposed upon the petitioner by the City, and contained in the Council's minutes. Such condition(s) must be satisfied before the change in status will take permanent effect. Should the imposed condition(s) fail to be performed within the prescribed time period set forth by the City in either the Council minutes or in representations made by the applicant documented in the Council's minutes, the property at issue will automatically revert to the status or classification it occupied before the petitioner's application for rezoning was filed. If no prescribed time period is set, then the conditions must be met within the times set forth below at paragraph 2 of this Article IV.

2. The petitioner's substantial compliance, within twelve (12) months of the date of this ordinance (unless extended by the Council at the request of the Applicant), with the plans for the project proposed in the Plat submitted with the applicant's initial application for zoning, and as thereafter amended by the applicant and accepted by the City Council, is required. Substantial compliance means that the applicant must have initiated development of the project to the point that it is clearly in progress in accordance within the plan. The applicant's final representation of proposed use of the site, the final development plans presented to the Mayor and Council in support of the application, and the implementation of any conditions imposed upon the proposed use and/or development plans, shall be conditions to the continued existence of any zoning granted by this ordinance. If, within twelve (12) months of the classification granted by this ordinance, the applicant fails to initiate development of the subject site in conformity with said uses and development plans, including any conditions imposed by the Council, the zoning granted herein shall be automatically revoked of the reclassification granted, and reversion to the prior classification the land occupied before the application was submitted. If an annexation was granted, the site will revert to the zoning classification most compatible with that of the surrounding area, as determined by the City Council.

3. Conditions include those contained in the minutes of the City Council, which are part of this ordinance, and any representations submitted by the applicant to the City Council, and accepted by the City Council, and reflected in the minutes of the City Council, which representations shall be an amendment to the rezoning application and a part of this ordinance.

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF FAYETTEVILLE at a regular meeting of the Mayor and Council on the 15th day of August, 2019, by the following voting for adoption:

Edward J. Johnson, Jr., Mayor

Richard J. Hoffman, Mayor Pro Tem

Attest:

Kathaleen Brewer, Councilmember

Anne Barksdale, City Clerk

Paul C. Oddo, Jr., Councilmember

Harlan Shirley, Councilmember

Scott Stacy, Councilmember



INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Ann Barksdale, Valerie Glass

FROM: Nella Cooper

DATE: August 7, 2019

SUBJECT: R-29-19 – Reclassification of Police Department Administrative Assistant Positions

In an effort to clearly define and align the job duties of the Police Department Administrative Assistant, I am requesting reclassifying the Police Department Administrative Assistant to Office Manager. The role of the current position has supervisory responsibilities among other management responsibilities that are not reflected in the Administrative Assistant position. The Administrative Assistant position (Grade 309, Salary Range 32,813-\$52,501) will be abolished and replaced with the Office Manager position (Grade 313, Salary Range \$41,426-\$66,282). The employee that currently holds the position of Administrative Assistant will be moved into the newly created position upon approval of its creation.



JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Office Manager

Department: Police Department

Pay Grade: 313

FLSA Status: Non-Exempt

JOB SUMMARY

This position is to perform supervisory and administrative work in managing the administrative/business office of the Police Department. Work involves supervising the work of subordinate clerical and administrative positions; assisting the Chief and Deputy Chief with budgeting, purchasing and personnel activities; preparing reports, correspondence and other materials; and establishing and maintaining department records, databases, automated and manual files. Must possess and maintain TAC Certification. Work is performed under limited supervision based on established departmental policies and procedures.

ESSENTIAL JOB FUNCTIONS

- Supervises the work of subordinate clerical positions; interviews and assists with selecting new employees; assigns work; provides training and guidance; counsels employees; resolves work place issues and evaluated performance of subordinate clerical and administrative personnel.
- Maintain TAC and all related Certifications.
- Assists the Chief and Deputy Chief with budget related activities; reviews monthly financial reports; provides information on past budgets and expenditures for use in developing budget proposals; and retrieves and reports information on expenditures and current fund balances.
- Prepares varied and complex department documents, records, reports, and forms requiring knowledge of programs, policies, and procedures. Initiates reports and documents of department operations, reporting requirements and established guidelines.
- Researches, compiles, consolidates and/or tabulates information; incorporates information into requested reports and other prepared materials; proofreads for accuracy and completeness; distributes upon approval.
- Maintains assigned inventories; prepares, reviews and processes purchasing documents;

prepares purchase orders for materials, equipment and supplies; receives and distributes incoming supply shipments; reviews and codes invoices; forwards for payment.

- Supervises the preparation of payroll for the department; receives and reviews time sheet documents; enters data into the time management system; reviews and verifies payroll data; submits for final approval and processing. Responds to employee questions regarding to payroll matter.
- May operate City vehicles in the performance of duties and/or to attend training programs.
- Operates a computer to produce confidential reports, correspondence, and other documents from rough draft, written copy, oral instructions, and/or dictating machine; takes notes and minutes of meetings; composes correspondence; types correspondence, memoranda, reports, minutes, agendas, forms, etc.
- Prepares a variety of written correspondence
- May coordinate and respond to Open Record Requests for the assigned department.
- Receives, opens, date stamps mail, and routes mail to appropriate department personnel; mails out departmental mail; and coordinates courier pick-ups.
- Processes and maintains a variety of daily, monthly, and yearly organizational forms, records, reports, and accounts which might include personnel records, payroll and budget, expenditure records, and equipment and supply requisition forms.
- Provides administrative support to the department and its director; performs a variety of clerical and administrative functions for the department.
- May be responsible for the responding to purchase orders; and purchasing of supplies and equipment for the department.
- Maintains vendor relationships.
- Attends meetings as requested; may set-up meetings, agendas, and packets; takes notes and minutes; and distributes minutes.
- May receive funds; balance cash; and make bank deposits.
- Ensures that all policies are followed with required documents and proper approvals completed and then forwarded to the appropriate parties.
- Performs other related duties as assigned.

QUALIFICATIONS

Education and Experience:

- Requires High School diploma or equivalent; prefer Bachelor's Degree in Business Administration or related field from an accredited college or university; and
- Two (2) years of related work experience in administrative/clerical position(s); or
- Equivalent combination of education and experience.

Licenses or Certifications:

- Certification relative to job responsibilities and duties as determined by supervisor.

Special Requirements:

- None.

Knowledge, Skills and Abilities:

- Knowledge of or ability to learn the department's rules, regulations, policies, and procedures.
- Knowledge of modern office practices, methods, equipment, and standard clerical procedures.
- Knowledge of basic math and accounting practices.
- Skill in operating a computer and required software.
- Skill in both oral and written communications.
- Ability to work independently without specific instructions.
- Ability to understand and follow quickly and accurately both oral and written instructions.
- Ability to prepare clear and concise reports and maintain accurate records; may use department software programs.
- Ability to maintain alphabetical and chronological files.
- Ability to learn, understand, and apply the concepts, practices, and procedures of the department.
- Ability to establish and maintain effective working relationships with City employees and the general public.
- Ability to drive and operate the department assigned vehicles and equipment in a safe and efficient manner.

PHYSICAL DEMANDS

The work is sedentary work and requires exerting up to 10 pounds of force occasionally and negligible amount of force constantly to move objects. Additionally, the following physical abilities are required: balancing, fingering, handling, hearing, lifting, mental acuity, reaching, repetitive motion, speaking, standing, talking, visual acuity, and walking.

WORK ENVIRONMENT

The work is typically performed in an office.

Fayetteville, GA has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

The City of Fayetteville, Georgia commits to a policy of equal employment opportunity for applicants and employees, complying with local, state and federal laws. The City's policy is to employ qualified persons without discrimination regarding race, creed, color, religion, age, sex, country of national origin, marital status, disability, sexual orientation, gender identity, genetic information, political affiliation, ethnicity, or status in any other group protected by federal/state/local law.

RESOLUTION

R-29-19

**RESOLUTION OF THE CITY OF FAYETTEVILLE IN REGARD TO
RECLASSIFYING THE POLICE DEPARTMENT ADMINISTRATIVE ASSISTANT
POSITION TO OFFICE MANAGER**

WHEREAS, the City of Fayetteville approves reclassifying an Administrative Assistant position in the Police Department to Office Manager, and

WHEREAS, City staff has identified job duties of Administrative Assistant position that align with duties that are required of a manager position and supervisory roles. The Office Manager position will replace the Administrative Assistant position within the Police Department at Grade 313.

NOW THEREFORE IT IS HEREBY RESOLVED by the Mayor and Council of the City of Fayetteville, Georgia that the following Job Description be adopted and the Budget be amended to include funding for the position.

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby adopt the attached City of Fayetteville

SO RESOLVED, this Day of ,20

Edward J. Johnson, Jr., Mayor

Attest:

Anne Barksdale, City Clerk

Richard J. Hoffman, Mayor Pro Tem

Kathaleen Brewer, Councilmember

Paul C. Oddo, Jr., Councilmember

Harlan Shirley, Councilmember

Scott Stacy, Councilmember



INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Ann Barksdale, Valerie Glass

FROM: Nella Cooper

DATE: August 7, 2019

SUBJECT: R-30-19 – Reorganization of the Finance Customer Service Division

In an effort to clearly define and align the job duties of the Finance Customer Service Division and with the upcoming job vacancy, I am requesting a reorganization of the Customer Service Division. I am requesting to abolish the one Billing Coordinator position (Grade 309, Salary Range \$32,813-\$52,502) that will be vacant soon, and reclassifying the Lead Customer Service Representative (Grade 310, Salary Range \$34,782-\$55,651) position to Utility Billing Manager, positions (Grade 313, Salary Range \$41,426-\$66,282). The Utility Billing Manager position will have supervisory and management responsibilities. Currently, there are three Customer Service Representative positions with one position being frozen. I am requesting to replace the Billing Coordinator with the frozen Customer Service Representative position and to add an additional Customer Service Representative position at Grade 308, Salary Range \$30,956-\$49,529 to be assigned to the Occupational Tax Division.

There will be a savings in the Customer Service Division for water services and by adding the additional position will impact the budget in the amount of \$54,000 annually for the total compensation package of which 25% will be charged to the Water Fund and 75% will be charged to the General Fund. Based on attrition, we are estimating the impact to this year's General Fund budget will be approximately \$10,000.

JOB DESCRIPTION

To perform this job successfully, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

Utility Billing Manager

Department: Finance
Pay Grade: 313
FLSA Status: Non-Exempt

JOB SUMMARY

This position under general direction, plans, manages and oversees the activities of the Water and Sewer Customer Service operations; oversees all aspects of billing, payment collections, cash balancing and customer relations; develops and maintains utility billing procedures and work load assignments; coordinates activities with other City departments and the public; supervises assigned staff; performs other related duties as required.

ESSENTIAL JOB FUNCTIONS

- Supervise the Water and Sewer Customer Service staff; establish schedules; evaluate work performance and completion of job duties; approve vacation and time off requests; verify and approve time sheets into management software; perform annual reviews; supervises and participates in the establishment of department goals, objectives, policies and procedures; ensures that goals are achieved.
- Maintains detailed financial records of all revenue billed and collected for water, sewer, sanitation and stormwater accounts; oversees and performs special account research and analysis for the department, City Staff and the public; prepares and updates informational materials for the public related to utility billing.
- Respond to the more complex customer issues and inquiries; may provide counter coverage and cashiering duties; audit and reconcile customer accounts; apply adjustments.
- Prepare daily deposits; summarize and enter accounts receivable and deposit balances daily; audit invoices for payment weekly; enter checks; perform accounts receivable and security deposit reconciliations; maintain the security deposit listing.
- Supervises and participates in the processing of applications for water, sewer, sanitation and stormwater services; oversees all aspects of the billing process and account maintenance; plans, ensures the preparation of work orders, meter rereads and repair requests. Prepares and maintains journals, ledgers, and supporting financial records.
- Establish route sequence for meter readers; establish account number sequencing for new subdivisions in utility billing.

- Pursue collection of delinquent utility accounts including preparation and calling customers of final notices, shut-off and turn-on orders; establish and monitor payment schedules, account research and prepare write-offs.
- Procure department materials and supplies; act as custodian of departmental documents and records to include establishing and maintaining filing systems, control records and indexes.
- Coordinates in the selection and training of department personnel; assumes responsibility for motivating and evaluating assigned personnel; identifies and resolve staff deficiencies; provides necessary training; initiates discipline procedures as is appropriate; assigns work and monitors work to ensure work quality and accuracy; ensures compliance to applicable rule, policies and procedures.
- Support the City of Fayetteville's policies, goals and objectives and work with management and other staff to ethically achieve such goals and objectives; ensure compliance with safety procedures.
- Establishes positive working relationship with representatives of community organizations, State/local agencies and associations, City management and staff, and the public.

QUALIFICATIONS

Education and Experience:

- Requires High School diploma or equivalent; and
- Two (2) years of related work experience;
- One (1) year of which include supervisory experience, or
- Equivalent combination of education and experience.

Licenses or Certifications:

- Certification relative to the job responsibilities and duties as determined by supervisor.

Special Requirements:

- None.

Knowledge, Skills and Abilities:

- Knowledge of City and department policies and procedures pertaining to water billing, collections operations, and service delivery.
- Knowledge of modern office practices, methods, equipment, and standard clerical procedures.
- Knowledge of general bookkeeping practices and principles.
- Knowledge of utility service connection and termination procedures, billing, collecting, and adjustments.
- Skill in the use of computers and typewriters.
- Ability to make arithmetic calculations quickly and accurately.
- Ability to understand and carry out oral and written instructions.
- Ability to meet and deal tactfully and courteously with public, sometimes in difficult and trying circumstances.

- Ability to establish and maintain effective working relationships with City employees and the general public.
- Ability to communicate clearly and effectively both orally and in writing.

PHYSICAL DEMANDS

The work is light work and requires exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force to move objects. Additionally, the following physical abilities are required: balancing, crouching, feeling, fingering, handling, hearing, kneeling, lifting, mental acuity, pushing, reaching, repetitive motion, speaking, standing, stooping, talking, and walking.

WORK ENVIRONMENT

The work is typically performed in an office.

Fayetteville, GA has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

Employee Signature

Date

Supervisor (or HR) Signature

Date

The City of Fayetteville, Georgia commits to a policy of equal employment opportunity for applicants and employees, complying with local, state and federal laws. The City’s policy is to employ qualified persons without discrimination regarding race, creed, color, religion, age, sex, country of national origin, marital status, disability, sexual orientation, gender identity, genetic information, political affiliation, ethnicity, or status in any other group protected by federal/state/local law.

RESOLUTION

R-30-19

**RESOLUTION OF THE CITY OF FAYETTEVILLE IN REGARD TO
REORGANIZATION OF THE FINANCE CUSTERMOER SERVICE DIVISION**

WHEREAS, the City of Fayetteville approves the Reorganization of the Finance Customer Services Division.

NOW THEREFORE IT IS HEREBY RESOLVED by the Mayor and Council of the City of Fayetteville, Georgia that the following Job Description be adopted and the Budget be amended to include funding for the position.

BE IT RESOLVED, that the Mayor and Council of the City of Fayetteville, Georgia do hereby adopt the attached City of Fayetteville

SO RESOLVED, this Day of ,20

Edward J. Johnson, Jr., Mayor

Attest:

Anne Barksdale, City Clerk

Richard J. Hoffman, Mayor Pro Tem

Kathaleen Brewer, Councilmember

Paul C. Oddo, Jr., Councilmember

Harlan Shirley, Councilmember

Scott Stacy, Councilmember

To: Mike Bush, Finance Director – City of Fayetteville (GA)
From: Bill Camp – Raymond James
Date: August 14, 2019
**Re: Planned Refunding of the City of Fayetteville Water and Sewerage Bonds
Via the Public Facilities Authority**

As we have discussed, a portion of the City's Water & Sewerage Bonds have reached their first call date and therefore can be "called" or paid-off at any time. With tax-exempt rates lower than the existing rates on the outstanding bonds, we have been planning and are proceeding with a tax-exempt refunding of those currently callable bonds. Additionally, the refunding plan will utilize sinking fund and debt service reserve fund money on hand to pay down the debt and lower the amount needed to refinance. The savings shown in this letter takes into account the use of your money and we have deducted those dollars from the present value benefit shown.

Tax-exempt Series 2019 PFA Revenue Refunding Bonds

Series 2010 (November 1, 2032 maturity)	\$1,000,000
Series 2013A (November 1, 2019 to 2033 maturities)	\$6,140,000
Call Feature	currently callable @ 100%
Coupon Rates of Bonds to be Refunded	2.35% to 4.50%
Projected Refunding Bonds Par	\$5,130,000
Final Maturity	same final maturity & structure as Refunded
Projected Coupons of Refunding Bonds	5.00%
Projected Average Yield of Refunding Bonds	1.62%
Projected Present Value Savings	\$621,000
Projected Present Value Savings as % of Refunded Par (3.0% savings is a normal threshold for savings.)	10.1%

A portion of the City's Water & Sewerage Bonds are not callable until November 1, 2020. To refinance that debt today, based on current tax laws, would require a taxable series of bonds. The plan had been to wait until we could refinance that portion of the Bonds and take full advantage of tax-exempt rates (which are lower than taxable interest rates). **Based on recent market movements, we now believe the projected savings is substantial enough today to move forward with executing a taxable advance refunding of those bonds in conjunction with the planned tax-exempt refunding and new money financing.**

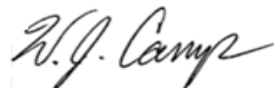
Taxable Series 2019 PFA Revenue Refunding Bonds

Series 2010 (November 1, 2020)	\$60,000*
Call Feature	Non-Callable *
Series 2010 (November 1, 2021 to 2031)	\$8,455,000
Call Feature	Callable November 1, 2020
Coupon Rates of Bonds to be Refunded	3.40% to 5.00%
Projected Refunding Bonds Par	\$7,825,000
Final Maturity	same final maturity & structure as Refunded
Projected Average Rate of Refunding Bonds	2.49%
Projected Present Value Savings	\$906,000
Projected Present Value Savings as % of Refunded Par	10.6%
<i>(3.0% savings is a normal threshold for savings.)</i>	

*[*Note: By paying off all the W&S Bonds now the City will be able to use all of the Debt Service Reserve Fund money now in the refunding process.]*

Additionally, I want to include a few other points about the refunding Bonds. We purposely held up on refunding Bonds that became callable on November 1, 2018. Savings was good but the plan has been to hold the refunding until we could rate and price those bonds in conjunction with the City Hall and Park “New Money” financing. This was to gain some economies of scale and make the costs of issuance less of an impact on the refunding. The market has cooperated. The refunding bonds (current and advance) are at levels not projected before. I look forward to being with you all tomorrow evening. As always, I am at your disposal so please do not hesitate to call my office number 404-240-6805 or send an e-mail to: william.camp@raymondjames.com

Thank you,



William J. “Bill” Camp
Managing Director

INTERGOVERNMENTAL CONTRACT

by and between

CITY OF FAYETTEVILLE PUBLIC FACILITIES AUTHORITY

and

CITY OF FAYETTEVILLE

Dated as of _____, 2019

Relating to the issuance of
\$ _____
in aggregate principal amount of its

CITY OF FAYETTEVILLE PUBLIC FACILITIES AUTHORITY
(CITY OF FAYETTEVILLE WATER AND SEWERAGE REFUNDING PROJECT)
TAXABLE REVENUE BONDS, SERIES 2019

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THIS INTERGOVERNMENTAL CONTRACT, dated as of _____, 2019 (this “Contract”), is made and entered into by and between the City of Fayetteville Public Facilities Authority, an instrumentality of the State of Georgia and a body corporate and politic thereof (the “Authority”), and the City of Fayetteville, Georgia, a municipal corporation of the State of Georgia (the “City”).

WITNESSETH:

WHEREAS, the Authority has been created pursuant to the “City of Fayetteville Public Facilities Authority Act,” by House Bill 293, Act No. 108 of the 2019 Session of the Georgia General Assembly (the “Act”); and

WHEREAS, pursuant to Article IX, Section III, Paragraph I(a) of the Constitution of the State of Georgia, any municipality or other political subdivision of the State of Georgia may contract for any period not exceeding 50 years with any public authority for joint services, for the provision of services or for the joint or separate use of facilities and equipment, provided such contracts deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City is authorized by the Constitution and the laws of the State of Georgia, including its Charter to acquire, construct, operate, distribute, sell and dispose of public utilities, including but not limited to a waterworks system and sewerage system; and

WHEREAS, as a corollary to these powers, the City is authorized to collect fees and to levy and collect ad valorem property taxes for such purposes; and

WHEREAS, under the Act, the Authority is authorized to undertake any “Project” which, pursuant to the Act, means any capital project which may be financed with revenue bonds under general laws in effect from time to time, which is located or to be located in the City (defined below), that is determined by the Authority to promote the public good or general welfare of the citizens of the City, or of the State, or any of its enterprises or systems, including, but not limited to, the acquisition, construction, renovation, improvement, extension, addition, or equipping within the City of:

- A. Utility systems and improvements, including without limitation water and sewer systems and facilities, sewage and solid waste disposal systems and facilities, and electric, gas, and other similar facilities and systems;
- B. Emergency facilities, including emergency, fire, police, and rescue facilities and equipment;
- C. Recreational facilities, including parks, athletic fields, buildings, or facilities and other similar facilities or related equipment;
- D. Public safety facilities, including prisons, jail, police stations, facilities, or equipment, and state patrol or other law enforcement facilities or equipment;

- E. Educational, cultural, or historical facilities and equipment;
- F. Administrative facilities or equipment, including city municipal buildings and other governmental buildings
- G. Courthouses, public libraries and jails;
- H. Facilities relating to aviation, including, but not limited to, airports, airfields, airport terminals, hangars, control towers, facilities for the repair and maintenance of aircraft; and
- I. Other facilities; any project may be leased to, subleased to, operated or otherwise used by the Authority and any other public body or any private person; and

WHEREAS, under the Act, the Authority is authorized to provide for the issuance of revenue bonds for various purposes, including the Taxable Refunding Project (defined below), and the Act authorizes the Authority to acquire, construct, and equip buildings and facilities for use by the City for its governmental, proprietary, and administrative functions; and

WHEREAS, in furtherance of the public purposes of the Authority, the City has requested that the Authority issue revenue bonds to provide funds to finance, in whole or in part, the refunding of the City of Fayetteville, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2010 having maturity dates of November 1, 2020 through November 1, 2031, inclusive, in the aggregate principal amount of \$8,515,000 (collectively the “**Taxable Refunding Project**”); and

WHEREAS, the Authority is issuing its \$_____ CITY OF FAYETTEVILLE PUBLIC FACILITIES AUTHORITY (CITY OF FAYETTEVILLE WATER AND SEWERAGE REFUNDING PROJECT) TAXABLE REVENUE BONDS, SERIES 2019 (the “**Series 2019 Taxable Refunding Bonds**”) in accordance with the provisions of its bond resolution adopted on _____, 2019, as supplemented and amended on _____, 2019 (together, the “**Bond Resolution**”), for the purpose of paying the costs of the Taxable Refunding Project; and

WHEREAS, for and in consideration of the Authority providing funding for the Taxable Refunding Project for the benefit of the City and its citizens, the City is authorized to levy taxes, without limitation as to rate or amount, and to expend tax money of the City and other available funds and to obligate the City to make payment thereof to the Authority of the amounts provided for in this Contract; and

WHEREAS, Section 7 of the Act provides as follows:

Revenue bonds or other obligations issued under the provisions of this Act or any loan incurred as authorized herein shall not constitute a debt or a pledge of the faith and credit of any other public body, but shall be payable solely from the sources as may be designated in the resolution or indenture of the Authority authorizing the issuance of the same. The

issuance of such obligations shall not directly, indirectly, or contingently obligate any public body to levy or to pledge any form of taxation whatsoever for the payment thereof, unless otherwise provided by an intergovernmental contract executed by such public body. No holder of any bond or other obligation or receiver or trustee in connection therewith shall have the right to enforce the payment thereof against any property of any other public body nor shall any such bond or other obligation constitute a charge, lien, or encumbrance, legal or equitable, upon any such property unless otherwise provided by an intergovernmental contract executed by such other public body and the Authority. All such obligations shall contain on their face a recital setting forth substantially the foregoing provisions of this section. Nothing in this section shall be construed to prohibit any other public body from obligating itself to pay the amounts required under any intergovernmental contract entered into with the Authority pursuant to Article IX of the Constitution of Georgia or any successor provision, including, if such other public body has taxing power, from funds received from taxes to be levied and collected by such other public body for that purpose and from any other source. Surveys, plans, and specifications for the Taxable Refunding Project, and estimated costs of the Taxable Refunding Project are on file in the offices of the City and, by this reference thereto, are incorporated herein and made a part hereof as fully as if set forth herein in their entirety; and

WHEREAS, following study and investigation, the City has determined that it is in the best interest of the City to enter into this Contract with the Authority for the benefit of the City and its residents.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, covenants, and agreements hereinafter set forth, the Authority and the City hereby agree as follows; provided, that in the performance of the covenants and agreements of the Authority herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt of the Authority but shall be payable solely out of the proceeds derived from the sale of the Series 2019 Taxable Refunding Bonds and the revenues and receipts derived from this Contract:

* * * * *

ARTICLE I
DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All words and phrases defined in Section 1.01 of the Bond Resolution shall have the same meanings in this Contract.

Section 1.02. Rules of Construction. The definitions referred to in Section 1.01 shall be equally applicable to both the singular and the plural forms of the terms therein defined and shall cover all genders.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinbefore,” “hereinafter,” “this Contract,” and other equivalent words refer to this Contract and not solely to the particular portion thereof in which any such word is used.

All references herein to particular Articles or Sections are references to Articles or Sections of this Contract unless otherwise specified.

Section 1.03. Findings and Incorporation of Preamble. The Authority and the City hereby declare that the foregoing preamble and whereas provisions set forth hereinabove constitute, and shall be considered to be, substantive provisions of this Contract and are hereby incorporated by reference into this Section 1.03.

[END OF ARTICLE I]

ARTICLE II
REPRESENTATIONS, WARRANTIES, AND AGREEMENTS

Section 2.01. The Series 2019 Taxable Refunding Bonds. In order to pay the cost of the Taxable Refunding Project, the Authority has authorized the issuance of the Series 2019 Taxable Refunding Bonds, for which provision is made upon the terms set forth in the Bond Resolution, a certified copy of which Bond Resolution is on file in the records of the Authority and the City.

Section 2.02. Representations, Warranties, and Agreements of the Authority. The Authority represents, warrants, and agrees that:

(a) The Authority is a public body corporate and politic created and existing under the Act and, unless otherwise required by law, shall maintain its corporate existence so long as any Series 2019 Taxable Refunding Bonds are Outstanding. Under the provisions of the Act, the Authority is authorized to enter into and carry out the transactions contemplated by this Contract and the Bond Resolution;

(b) The Authority and the City have heretofore agreed that the Authority will provide financing for the undertakings of the City described in the preamble of this Contract by the issuance of the Series 2019 Taxable Refunding Bonds as set forth in the Bond Resolution;

(c) To the knowledge of the Authority, there is no litigation or proceeding pending, or threatened, against the Authority or against any other party which would have a material adverse effect on the right of the Authority to execute this Contract or the ability of the Authority to comply with any of its obligations under the Series 2019 Taxable Refunding Bonds, this Contract, the Bond Resolution, or any other documents contemplated to be executed by the Authority in connection with the issuance and delivery of the Series 2019 Taxable Refunding Bonds;

(d) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the Authority in accordance with its terms, and performance by the Authority of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under any agreement or instrument to which the Authority is a party or by which the Authority is bound;

(e) The Authority has not made, done, executed, and warrants that it will not make, do, or execute any act or thing whereby the City's interest in the Taxable Refunding Project will be impaired or encumbered in any manner except as permitted herein and the Bond Resolution and except for acts or things done or permitted by the City; and

(f) Except as herein and in the Bond Resolution provided, the Authority will not encumber any part of its interest in the Taxable Refunding Contract Payments payable under this Contract or its rights under this Contract. The pledge made of the Taxable Refunding Contract Payments constitutes a first and prior pledge of and lien on said revenues and said pledge shall at no time be impaired by the Authority and the revenues shall not otherwise be pledged, except as provided in the Bond Resolution in the context of the issuance of Parity Bonds.

Section 2.03. Representations, Warranties, and Agreements of the City. The City represents, warrants, and agrees as follows:

(a) The City is a municipal corporation of the State, having power to enter into and execute, deliver, and perform this Contract, and, by proper action of its governing body, has authorized the execution and delivery of this Contract and the taking of any and all such actions as may be required on its part to carry out, give effect to, and consummate the transactions contemplated by this Contract and the Bond Resolution, and no approval or other action by any governmental authority, agency, or other person is required in connection with the delivery and performance of this Contract by it except as shall have been obtained as of the date of delivery of the Series 2019 Taxable Refunding Bonds;

(b) There is no litigation or proceeding pending, or to the knowledge of the City threatened, against or affecting the City, nor to the best of the knowledge of the City is there any basis therefor, wherein an unfavorable decision, ruling, or finding would materially adversely affect the transactions contemplated by this Contract or which, in any way, would adversely affect the validity or enforceability of the Series 2019 Taxable Refunding Bonds, this Contract, the Bond Resolution, or any other documents contemplated to be executed in connection with the issuance and delivery of the Series 2019 Taxable Refunding Bonds; and

(c) This Contract, upon execution of the same, will constitute the legal, valid, and binding obligation of the City enforceable in accordance with its terms, and performance by the City of its obligations hereunder will not violate, or result in a breach of any of the provisions of, or constitute a default under, any agreement or instrument to which the City is a party or by which the City is bound.

[END OF ARTICLE II]

ARTICLE III
ISSUANCE OF THE AUTHORITY'S SERIES 2019 TAXABLE REFUNDING BONDS

Section 3.01. The Series 2019 Taxable Refunding Bonds. In order to provide funds to finance the costs of the Taxable Refunding Project, the Authority will issue its Series 2019 Taxable Refunding Bonds, payable in accordance with the Bond Resolution, and all of the covenants, agreements, and provisions hereof shall be for the equal and proportionate benefit and security of the owners of the Series 2019 Taxable Refunding Bonds without preference, priority, or distinction as to the charge, lien, or otherwise of any one bond over any other bond, so that every owner of the Series 2019 Taxable Refunding Bonds shall have the same rights, privileges, and lien by virtue hereof.

Section 3.02. Date, Denomination, and Maturities. The Series 2019 Taxable Refunding Bonds shall be dated as of their date of issuance and will be issued originally in book-entry form.

(a) The Series 2019 Taxable Refunding Bonds shall mature on _____ 1, in the years and amounts and shall bear interest at the per annum rates shown below.

<u>Year</u>	<u>Principal Amount</u> <u>Maturing</u>	<u>Interest Rate</u>
	\$	%

Section 3.03. Interest Payments. Interest on the Series 2019 Taxable Refunding Bonds will be paid on each Interest Payment Date, beginning _____ 1, 20__, in the manner stated

in the Series 2019 Taxable Refunding Bonds until the obligation with respect to the payment of the principal thereof shall be discharged.

Section 3.04. Security for Series 2019 Taxable Refunding Bonds.

(a) In order to secure the prompt payment of the principal of and interest on the Series 2019 Taxable Refunding Bonds according to their tenor, purport, and effect and in order to secure the performance and observance of all the covenants, agreements, and conditions therein and herein contained, and in consideration of the purchase and acceptance of the Series 2019 Taxable Refunding Bonds by the Bondowners, for other good and valuable consideration to the Authority in hand paid at or before the sealing and delivering of these presents, the receipt and sufficiency whereof are hereby acknowledged, and for the purpose of fixing and declaring the terms and conditions upon which the Series 2019 Taxable Refunding Bonds are to be issued, authenticated, delivered, secured, and accepted by the Bondowners, the Authority has pledged to the payment of the Series 2019 Taxable Refunding Bonds the Taxable Refunding Contract Payments to be derived from this Contract, together with other funds and proceeds described in Section 7.01 of the Bond Resolution. The Authority's pledge of the Taxable Refunding Contract Payments as herein described will constitute security for the Authority's payment obligations on the Bonds under the Bond Resolution. Nothing contained in this Section 3.04(a) shall be construed to release the Authority from the performance of any of the agreements on its part contained herein. The Authority hereby agrees that it shall not take or omit to take any action that would cause this Contract to be terminated or that would adversely affect the Bonds or the security therefor.

(b) The City hereby consents to the following: contemporaneously with the issuance and delivery of the Series 2019 Taxable Refunding Bonds, pursuant to the Bond Resolution, the Authority will assign and pledge its rights under and grant a security interest in its rights to the Taxable Refunding Contract Payments to be made by the City under Section 5.01 hereof (except for the Authority's Retained Rights) for the benefit and security of the owners of the Series 2019 Taxable Refunding Bonds.

Section 3.05. Application of Bond Proceeds. At and upon the issuance and delivery of the Series 2019 Taxable Refunding Bonds, the proceeds received therefrom shall be applied in the manner set forth in Section 4.01 of the Bond Resolution for purposes of paying the costs of the Taxable Refunding Project.

[END OF ARTICLE III]

ARTICLE IV
COMPLETION OF THE TAXABLE REFUNDING PROJECT

Section 4.01. Completion of the Taxable Refunding Project. The Authority will cause the proceeds from the sale of the Series 2019 Taxable Refunding Bonds to be applied in accordance with Section 4.01 of the Bond Resolution and used for the Taxable Refunding Project.

Section 4.02. Investment of Money. Any money held as a part of the Taxable Refunding Sinking Fund or the Taxable Refunding Fund shall be invested or reinvested as directed by the City in accordance with Article VI of the Bond Resolution.

[END OF ARTICLE IV]

ARTICLE V
TAXABLE REFUNDING CONTRACT PAYMENTS BY THE CITY

Section 5.01. Taxable Refunding Contract Payments by the City. Pursuant to this Contract, the City agrees to provide funds sufficient to pay the following:

(a) the principal of, premium, if any, and interest due on the Series 2019 Taxable Refunding Bonds, upon maturity, redemption, or otherwise. All such payments shall be made to the Paying Agent at its designated corporate office in lawful money of the United States of America in immediately available funds not less than five days prior to each date on which such principal of or interest on the Series 2019 Taxable Refunding Bonds becomes due;

(b) the reasonable fees of the Paying Agent and Bond Registrar as provided in the Bond Resolution, subject to City approval of the service provider and the fees of the service provider, which approval shall not be unreasonably withheld, conditioned or delayed. Said fees and expenses shall be paid when due directly to the Paying Agent and Bond Registrar for its own account; and

(c) any other reasonable and necessary or appropriate fees and expenses incurred by the Authority in connection with the Bonds or any other documents or agreements entered into by the Authority at the request of the City in connection with the Taxable Refunding Project, including, without limitation, agreements with third parties, and including, without limitation, fees and expenses incurred by the Authority in the administration or enforcement of such other agreements related to the Taxable Refunding Project, provided that such fees and expenses shall be expressly approved or accepted by the City, which approval or acceptance shall not be unreasonably withheld, conditioned or delayed. The Authority's rights to payment of such fees and expenses under this Section 5.01(c) shall constitute Retained Rights of the Authority and shall not be collaterally assigned by the Authority under the Bond Resolution.

Each payment to be made by the City hereunder is to be made on a parity with every other payment hereunder.

Section 5.02. Credits. Any amounts in the Taxable Refunding Sinking Fund prior to any Interest Payment Date or date fixed for redemption of Bonds shall be credited against the payments due by the City under this Contract on such Interest Payment Date or date of redemption.

Section 5.03. Place of Payments. The payments to be made pursuant to Section 5.01(a) hereof shall be paid directly to the Paying Agent for the account of the Authority and shall be deposited in the Taxable Refunding Sinking Fund as required by the Bond Resolution. The payments to be made pursuant to subsection (b) of Section 5.01 hereof shall be paid directly to the party to whom such payment is to be made for its own use.

Section 5.04. Taxes and Other Governmental Charges. The City will pay promptly, as the same 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 Taxable Refunding Project.

Section 5.05. City's Obligations Unconditional.

(a) The obligations of the City to make payments required in this Article V on the dates and in the manner herein specified and to perform and observe the other agreements on its part contained herein shall be absolute and unconditional, regardless of any contingencies whatever and notwithstanding any circumstances or occurrences that may arise or take place hereafter, and shall not be subject to diminution by set-off, counterclaim, abatement, or otherwise. Until such time as the principal of, premium, if any, and interest on the Series 2019 Taxable Refunding Bonds shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution, the City (i) will not suspend or discontinue any payments for which provision is made in Section 5.01 hereof, (ii) will perform and observe all of its other covenants and agreements contained in this Contract, and (iii) will not terminate this Contract for any cause including, without limiting the generality of the foregoing, impossibility or illegality of performance on the part of the Authority of any of its obligations hereunder or under the Bond Resolution, any acts or circumstances that may constitute failure of consideration, any change in the tax or other laws of the United States of America or the State of Georgia or any political subdivision thereof, or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with this Contract or out of the Bond Resolution.

(b) The City will bear all risk of damage to, or destruction in whole or in part, of the Taxable Refunding Project or any part thereof including without limitation any loss, complete or partial, or interruption in the use, occupancy, or operation thereof or any manner or thing which for any reason interferes with, prevents or renders burdensome the use thereof or the compliance by the City with any of the terms of this Contract.

Section 5.06. City's Remedies. If the Authority shall fail to perform any of its agreements in this Contract, the City may institute such action against the Authority as the City may deem necessary to compel such performance so long as such action shall not affect, impair, or diminish the obligation of the City to make the payments provided for herein, which obligation shall be absolute, unconditional, and irrevocable. The City may at its own cost and expense, and in its own name, prosecute or defend any action or proceedings against third parties or take any other action which the City deems reasonably necessary to secure or protect its rights in which event the Authority agrees to cooperate fully with the City.

Section 5.07. Tax Levy to Make Payments. The City will exercise its power of taxation, which is not limited as to rate or amount, to the extent necessary to pay the amounts required to be paid hereunder and will make available and use for the payment of its obligations incurred hereunder all such taxes levied and collected for that purpose together with funds received from any other source. The City, in order to make such funds available for such purpose in each fiscal year, will in its general revenue, appropriation and budgetary measures whereby its tax funds or revenues and the allocation thereof are controlled or provided for in each fiscal year during the term of this Contract, include sums sufficient to satisfy the payments required to be made under this Contract, whether or not any other sums are included in such measure, until all payments required to be made hereby shall have been made in full. The obligation of the City to make the payments provided for pursuant to the terms of this Contract shall constitute a general

obligation of the City and a pledge of the full faith and credit of the City to provide the funds required to fulfill such obligation.

Section 5.08. Failure to Levy Tax. If for any reason any such provision or appropriation is not made as provided in the preceding Section 5.07, then the fiscal officers of the City are hereby authorized and directed to set up as an appropriation on their accounts in each fiscal year the amounts required to pay the obligations called for under this Contract from its general funds. The amount of the appropriation in each fiscal year to meet the obligations of this Contract shall be due and payable and shall be expended for the purpose of paying and meeting the obligations provided under the terms and conditions hereof, and such appropriation shall have the same legal status as if the City had included the amount of the appropriation in its general revenue, appropriation, and budgetary measures, and the fiscal officers of the City shall make such payments for deposit to the Taxable Refunding Sinking Fund if for any reason such appropriation is not otherwise made.

Section 5.09. Prior Lien of Bonds. The Authority will not hereafter issue any other bonds or obligations of any kind or nature payable from or enjoying a lien on the Taxable Refunding Contract Payments superior to the lien herein created for the payment of the Series 2019 Taxable Refunding Bonds. No subordinate bonds shall be issued by the Authority with respect to this Contract or the Taxable Refunding Project.

Section 5.10. Parity Bonds. Parity Bonds may be issued by the Authority, from time to time, ranking on parity with the Series 2019 Taxable Refunding Bonds for the specific purpose of completing the financing or refinancing of the Taxable Refunding Project or financing improvements or additions, real or personal, to any portion of the Taxable Refunding Project, provided all the provisions of Section 5.07 of the Bond Resolution are met.

[END OF ARTICLE V]

ARTICLE VI
TITLE, MAINTENANCE, OPERATION, ALTERATION, AND INSURANCE

Section 6.01. Title, Maintenance, Repair, and Insurance. The City shall own and operate the Taxable Refunding Project with title expressly vested in the City and the City shall pay all costs of operating the Taxable Refunding Project, including, without limitation, salaries, wages, employee benefits, the payment of any contractual obligations incurred pertaining to the operation of the Taxable Refunding Project, cost of materials and supplies, rentals of leased property, real or personal, insurance premiums, audit fees, any incidental expenses and such other charges as may properly be made for the purpose of operating the Taxable Refunding Project in accordance with sound business practice. The City will cause at all times the Taxable Refunding Project to be maintained, preserved, and kept in good condition and repair at no expense to the Authority and will from time to time, in the discretion of the City, cause to be made all needed and proper repairs, replacements, additions, betterments, and improvements thereto so that the use of and operations pertaining to the Taxable Refunding Project shall at all times be conducted properly. The City also agrees to carry insurance or cause insurance to be carried with respect to the Taxable Refunding Project, of such type and in such amounts as is customarily obtained for similar Taxable Refunding Project, with a responsible insurance company or companies authorized and qualified to do business in the State.

Section 6.02. Removal of Equipment. Neither the Authority nor the City is under any obligation to renew, repair, or replace any inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary equipment or other personalty forming a part of the Taxable Refunding Project. In any instance where the City in its discretion determines that any items of such equipment or personalty have become inadequate, obsolete, worn out, unsuitable, undesirable, or unnecessary, the City may remove such items of such equipment or personalty, and the City may sell, trade, exchange, or otherwise dispose of such items, as a whole or in part, without any responsibility or accountability to the Authority.

Section 6.03. Liens. The City will not permit any lien, debt, pledge, assessment, encumbrance, or charge ranking equally with or superior to the charge or lien created by the Bond Resolution upon the payments provided for in Article V hereof. All lawful claims and demands for labor, materials, supplies, or other charges or assessments which if unpaid might by law become a lien upon the Taxable Refunding Project will be promptly paid or discharged by the City, or adequate provisions will be made to satisfy and discharge the same promptly after the same shall accrue; provided, however, that the City may, at its own expense and in its own name and behalf or in the name and behalf of the Authority, in good faith and by appropriate legal proceedings contest any such lien, charge, or assessment and, in the event of such contest, may permit such lien, charge, or assessment so contested to remain unpaid during the period of such contest and any appeal therefrom. The Authority will cooperate fully with the City in any such contest.

Section 6.04. Alterations and Improvements. From time to time, the City may make or cause to be made at no expense to the Authority any additions, alterations, modifications, or improvements to the Taxable Refunding Project which it may deem desirable for its governmental purposes.

[END OF ARTICLE VI]

ARTICLE VII
INDEMNITY

Section 7.01. Indemnification; Immunity of Members of Authority.

(a) To the extent provided by law, during the term of this Contract, the City, at its own expense, shall handle to conclusion all claims and pay all judgments obtained against the City or the Authority by reason of (i) any injury to or death of any person or damage to property occurring on or about the Taxable Refunding Project or any part thereof occasioned by or growing out of or arising or resulting from any tortious or negligent act on the part of the City, its agents, or employees in connection with the operation, management, or maintenance of the Taxable Refunding Project, (ii) any use, non-use, condition of, or defect in the Taxable Refunding Project, and (iii) any failure, breach, or default on the part of the City in the performance of or compliance with any of the obligations of the City under the terms of this Contract; provided, however, that the indemnity provided by this Section 7.01 shall be effective only to the extent that the amount of liability arising from any such loss shall exceed the proceeds available therefor obtained from insurance carried with respect to such loss.

(b) Notwithstanding the fact that it is the intention of the parties that the Authority shall not incur any pecuniary liability by reason of the terms of this Contract or the undertakings required of the Authority hereunder by reason of the issuance of the Series 2019 Taxable Refunding Bonds, the adoption of the Bond Resolution, or the performance of any act requested of the Authority by the City; nevertheless, if the Authority should incur any such pecuniary liability, then in that event, the City shall indemnify and hold the Authority harmless against all claims, demands, or causes of action arising therefrom and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and, upon notice from the Authority, the City shall defend the Authority in any such action or proceeding.

(c) No recourse shall be had for the enforcement of any obligation, covenant or agreement of the Authority contained in this Contract or in the Series 2019 Taxable Refunding Bonds or the Bond Resolution for any claim based hereon or thereon against any member, officer, or employee of the Authority or of any successor thereto, in his individual capacity, either directly or through the Authority, whether by virtue of any constitutional provision, statute, or rule of law. This Contract, the Series 2019 Taxable Refunding Bonds, and the Bond Resolution are solely corporate obligations, and no personal liability shall attach to or be incurred by any member, officer, or employee of the Authority or of any successor thereto, either directly or by reason of the obligations, covenants, or agreements entered into between the Authority and the City, and all personal liability of any character against every such member, officer, and employee is, by the execution of this Contract, expressly waived and released. The immunity of members, officers, and employees of the Authority under the provisions contained in this Section 7.01 shall survive the termination of this Contract.

[END OF ARTICLE VII]

ARTICLE VIII
DEFAULT; REMEDIES

Section 8.01. Events of Default Defined. The following shall be “events of default” under this Contract and the term “event of default” shall mean, whenever used in this Contract, any one of the following events:

(a) Failure by the City to pay when due any amount required to be paid under Section 5.01(a) hereof;

(b) The failure by the Authority or the City to observe and perform any covenant, condition, or agreement contained herein on its part to be observed or performed other than as referred to in Section 5.01(a) for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given by the opposite party unless action to remedy such default shall have been undertaken and more than 30 days is required for its completion in which event the City or the Authority, as applicable, may permit such default to remain undischarged during the time required for the completion of such action and any appeal therefrom, irrespective of whether such period extends beyond the 30 day period after the giving of notice, unless by such action, the lien or charge on the Taxable Refunding Contract Payments shall be materially endangered or the Taxable Refunding Project or any part thereof shall be subject to loss or forfeiture, in which event, such default shall be promptly remedied; or

(c) An “Event of Default” shall have occurred under the Bond Resolution.

Section 8.02. Remedies on Default.

(a) If an event of default referred to in Section 8.01(a) hereof occurs and is continuing, then the owners of not less than a majority in principal amount of the Bonds Outstanding (i) by written notice to the City, may declare the payments to be made under Section 5.01(a) hereof to be immediately due and payable, and (ii) may take whatever action at law or in equity may appear necessary or desirable to collect said amounts payable by the City under Section 5.01(a) hereof. No remedy conferred upon or reserved to the Bondowners in this subsection (a) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution.

(b) If an event of default referred to in Section 8.01(b) hereof occurs and is continuing, then the Paying Agent at the direction of the owners of not less than a majority in principal amount of the Bonds Outstanding (by written notice to the Authority and the City), may take whatever action at law or in equity may appear necessary or desirable to enforce the performance and observance of the obligation, agreement, or covenant of the party then in default under this Contract, whether for specific performance of any covenant or agreement contained herein or therein or in aid of the execution of any power herein granted. No remedy conferred upon or reserved to the Bondowners in this subsection (b) is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative

and shall be in addition to every other remedy given under this Contract and now or hereafter existing at law or in equity or by statute, subject to the provisions of the Bond Resolution.

(c) No delay or omission to exercise any right or power accruing upon any event of default 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 the Bondowners to exercise any respective remedy reserved to them in this Article VIII, it shall not be necessary to give any notice, other than any notice required herein.

(d) Any amounts collected pursuant to action taken under subsection (a) of this Section 8.02 shall be applied in accordance with the Bond Resolution to the extent the provisions of the Bond Resolution relate to such amounts.

Section 8.03. Attorneys' Fees and Expenses. If the City should default under any of the provisions of this Contract and the owners of a majority in principal amount of the Bonds Outstanding shall employ attorneys or incur other expenses for the collection of the amounts payable hereunder or the enforcement, performance or observance of any obligation or agreement on the part of the City herein contained, the City will, on demand therefor, pay the amount of the reasonable fees and expenses of such attorneys and such other reasonable expenses so incurred.

Section 8.04. No Waiver of Breach. If any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 8.05. City Authorized to Cure Default of Authority. With regard to any default on the part of the Authority under this Contract or under the Bond Resolution, the Authority hereby vests the City with full power, for the account of the Authority, to perform any obligation in remedy of such default in the name and stead of the Authority with full power to do any and all things and acts to the same extent that the Authority could do and perform any such acts.

Section 8.06. Failure to Enforce Agreement Not a Waiver. The failure of the Authority or the Bondowners to enforce any agreement, condition, covenant, or term by reason of any default or breach by the City shall not be deemed to void or affect the right to enforce the same agreement, condition, covenant, or term on the occasion of any subsequent default or breach.

[END OF ARTICLE VIII]

ARTICLE IX
PREPAYMENT

Section 9.01. Optional Prepayment. The City shall have, and is hereby granted, subject to the provisions of the Bond Resolution, the option to prepay all or any portion of the amounts payable under Section 5.01 hereof, at the times and under the conditions provided for in the Bond Resolution, by taking the actions required by Section 3.01 of the Bond Resolution to effect the full or partial redemption of the Series 2019 Taxable Refunding Bonds.

Section 9.02. Exercise of Optional Prepayment. To exercise the option granted in Section 9.01 hereof relating to optional redemption of Series 2019 Taxable Refunding Bonds as provided in Section 3.01 of the Bond Resolution, the City shall give written notice to the Authority and the Bond Registrar of the exercise of such option and a direction to effect redemption of Bonds, which notice shall specify therein (i) the maturity or maturities of the Series 2019 Taxable Refunding Bonds to be redeemed, (ii) the date of redemption, which date shall not be less than 45 days from the date the notice is given, (iii) the principal amount of the Series 2019 Taxable Refunding Bonds or portions thereof to be redeemed, (iv) the applicable redemption price or prices, and (v) the provision or provisions of the Bond Resolution pursuant to which the Series 2019 Taxable Refunding Bonds are to be redeemed. Upon receipt of a notice given by the City pursuant to this Section 9.02, the Bond Registrar shall forthwith take or cause to be taken all actions necessary under the Bond Resolution to effect the redemption of the Series 2019 Taxable Refunding Bonds in accordance with such notice.

[END OF ARTICLE IX]

ARTICLE X
TERM; MISCELLANEOUS

Section 10.01. Term of this Contract. This Contract shall be in full force and effect from the date of delivery hereof until such time as the Series 2019 Taxable Refunding Bonds shall have been paid or provision for such payment shall have been made in accordance with the Bond Resolution and all payments due or to become due to the Paying Agent and Bond Registrar have been made; provided, however, in no event shall the term hereof exceed fifty (50) years after the date of this Contract.

Section 10.02. Notices. All notices or other communications required or permitted to be given pursuant to this Contract shall be in writing and shall be considered as properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, by overnight delivery, by delivering same in person to the intended addressee, or by prepaid telegram or teletype. Notice so mailed shall be effective three days after its deposit. Notice given in any other manner, including overnight delivery and teletype, shall be effective only if and when received by the addressee. Each such notice or other communication given hereunder shall be given to all of the other parties. For purposes of notice, the addresses of the parties shall be as set forth herein; provided, however, that hereinafter either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of notice to the other party in the manner set forth hereinabove.

If to the Authority: City of Fayetteville Public Facilities Authority
240 South Glynn Street
Fayetteville, Georgia 30214
Fax: (770) 460-4238
Attention: Chairman

With a Copy to: Butler Snow LLP
577 Mulberry Street
Suite 1225
Macon, Georgia 31201
Fax: (478) 238-1351
Attention: Blake C. Sharpton

If to the City: City of Fayetteville
240 South Glynn Street
Fayetteville, Georgia 30214
Fax: (478) 918-2995
Attention: City Manager

With a Copy to: _____

Attention:

If to the Bond Registrar
and Paying Agent: _____

Attention:

Section 10.03. Binding Effect. This Contract shall inure to the benefit of and shall be binding upon the Authority, the City and their respective successors and assigns.

Section 10.04. Severability. If any provision of this Contract 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 10.05. Amounts Remaining in Funds. It is agreed by the parties hereto that any amounts remaining in any fund after payment in full of the principal of, premium, if any, and interest on the Series 2019 Taxable Refunding Bonds (or provision for payment shall have been made as provided for in the Bond Resolution), the fees, charges, and expenses of the Paying Agent and Bond Registrar and all other amounts required to be paid under the Bond Resolution, shall be paid to the City.

Section 10.06. Delegation of Duties by the Authority. It is agreed that under the terms of this Contract and also under the terms of the Bond Resolution, the Authority has delegated certain responsibilities to the City. The fact of such delegation shall be deemed a sufficient compliance by the Authority to satisfy the responsibilities so delegated and the Authority shall not be liable in any way by reason of acts done or omitted by the City or the Project Superintendent. The Authority shall have the right at all times to act in reliance upon the authorization, representation or certification of the Project Superintendent.

Section 10.07. Continuing Disclosure. The City will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Contract, failure of the City to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default under the Bond Resolution or this Contract; however, any Bondowner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the City to comply with its obligations under the Continuing Disclosure Certificate.

Section 10.08. Amendments, Changes, and Modifications. Subsequent to the initial issuance of the Series 2019 Taxable Refunding Bonds and prior to the payment in full of the Series 2019 Taxable Refunding Bonds, this Contract may not be amended, changed, modified, or altered except as provided in Article IX of the Bond Resolution.

Section 10.09. Execution Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10.10. Captions. The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

Section 10.11. Law Governing Construction of Contract. This Contract shall be governed by and construed in accordance with the laws of the State.

[END OF ARTICLE X]

IN WITNESS WHEREOF, the Authority and the City have caused this Contract to be executed in their respective names and their respective seals to be hereunto affixed and attested by their respective duly authorized officers, all as of the date first above written.

CITY OF FAYETTEVILLE PUBLIC
FACILITIES AUTHORITY

(S E A L)

By: _____
Chairman

Attest: _____
Secretary

Signed, sealed, and delivered
this ____ day of _____, 2019.

Witness

Notary Public

(Authority's Signature Page)

CITY OF FAYETTEVILLE, GEORGIA

By: _____
Mayor

(S E A L)

Attest: _____
City Clerk

Signed, sealed, and delivered
this _____ day of _____, 2019.

Witness

Notary Public

(City's Signature Page)

ESCROW AGREEMENT

by and among

CITY OF FAYETTEVILLE PUBLIC FACILITIES AUTHORITY,

THE CITY OF FAYETTEVILLE

and

U.S. BANK, NATIONAL ASSOCIATION

as Escrow Agent

Dated as of _____ 1, 2019

Relating to

City of Fayetteville, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2010

Refunded by

\$ _____

City of Fayetteville Public Facilities Authority
(City of Fayetteville Water and Sewerage Refunding Project)
Taxable Revenue Bonds, Series 2019

THIS ESCROW AGREEMENT (this “Agreement”), dated as of _____ 1, 2019, by and among the City of Fayetteville Public Facilities Authority, an instrumentality of the State of Georgia and a body corporate and politic thereof (the “**Authority**”), the City of Fayetteville, Georgia, a municipal corporation of the State of Georgia (the “**City**”), and U.S. Bank, National Association, a national banking association duly organized and existing under and pursuant to the laws of the United States, as escrow agent (the “**Escrow Agent**”).

W I T N E S S E T H:

WHEREAS, the City has previously issued its revenue bonds designated City of Fayetteville, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2010 in the original aggregate principal amount of \$9,870,000 (the “**Series 2010 Bonds**”) pursuant to the terms of a Resolution adopted by the City on February 18, 2010 (the “**2010 Resolution**”); and

WHEREAS, in order to provide debt service savings, the City desires that the Authority provide funds necessary to pay when due and refund in advance of their maturities all of the outstanding Series 2010 Bonds having maturity dates of November 1, 2020 through November 1, 2031, inclusive, in the aggregate principal amount of \$8,515,000 (the “**Refunded Bonds**”), and pursuant to resolutions adopted by the Authority on _____, 2019 and _____, 2019 (collectively, the “**Resolution**”), the Authority has authorized the issuance and sale of its City of Fayetteville Public Facilities Authority (City of Fayetteville Water and Sewerage Refunding Project) Taxable Revenue Bonds, Series 2019 (the “**Series 2019 Taxable Refunding Bonds**”) in the aggregate principal amount of \$_____ to provide funds to pay in part, the cost of (i) refunding and paying the Refunded Bonds through and including the Redemption Date (as hereinafter defined) and (ii) issuing the Series 2019 Taxable Refunding Bonds; and

WHEREAS, the 2010 Resolution provides that the Refunded Bonds are subject either to maturity on November 1, 2020, or to optional redemption on or after November 1, 2020, in whole or in part on any date, at a redemption price equal to par plus accrued interest; and

WHEREAS, the Resolution provides that a portion of the proceeds of the sale of the Series 2019 Taxable Refunding Bonds will be deposited in an Escrow Fund (as hereinafter defined) established under this Agreement and applied to purchase Government Obligations (as hereinafter defined), the proceeds of which, together with other funds described in Section 2.02 hereof, will be applied to refund and pay the Refunded Bonds; and

WHEREAS, pursuant to the terms of this Agreement, the right of optional redemption as provided in the 2010 Resolution is herein reserved and the Escrow Agent, as Bond Registrar and Paying Agent pursuant to the 2010 Resolution, shall cancel and discharge the lien and security interest of the 2010 Resolution pursuant to the terms of this Agreement; and

WHEREAS, this Agreement sets forth the understandings and agreements of the Authority, the City and the Escrow Agent with respect to the Refunded Bonds and the Escrow Fund;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants set forth in this Agreement, and intending to be legally bound, the Authority, the City and the Escrow Agent covenant and **DO HEREBY AGREE** as follows:

ARTICLE I

DEFINITIONS; INCORPORATION OF RECITALS

Section 1.01 *Definitions*. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement will have the following meanings, unless the context clearly indicates otherwise.

“*2010 Resolution*” means the Resolution adopted by the City on February 18, 2010 pursuant to which the Series 2010 Bonds were issued.

“*Agreement*” means this Escrow Agreement, dated as of _____ 1, 2019, by and among the Authority, the City and the Escrow Agent.

“*Authority*” means the City of Fayetteville Public Facilities Authority.

“*City*” means the City of Fayetteville, Georgia.

“*Electronic Means*” means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Escrow Agent, or another method or system specified by the Escrow Agent as available for use in connection with its services hereunder.

“*Escrow Agent*” means U.S. Bank, National Association, a national banking association organized and existing under the laws of the United States, which is authorized under such laws to exercise corporate trust powers.

“*Escrow Fund*” means the Escrow Fund created in Section 2.01 hereof which will be applied to the payment of the Refunded Bonds as provided herein.

“*Government Obligations*” means direct general obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed as to full and timely payment by, the United States of America, which obligations are noncallable.

“*Redemption Date*” means November 2, 2020.

“*Refunded Bonds*” means all of the outstanding Series 2010 Bonds having maturity dates of November 1, 2020 through November 1, 2031, inclusive, in the aggregate principal amount of \$8,515,000.

“*Resolution*” means, collectively, the resolutions of the Authority adopted on _____, 2019 and _____, 2019, authorizing the issuance, sale and delivery of the Series 2019 Taxable Refunding Bonds.

“*Series 2010 Bonds*” means the City of Fayetteville, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2010 in the original aggregate principal amount of \$9,870,000.

“*Series 2019 Taxable Refunding Bonds*” means the City of Fayetteville Public Facilities Authority (City of Fayetteville Water and Sewerage Refunding Project) Taxable Revenue Bonds, Series 2019 in an aggregate principal amount of \$_____ issued by the Authority to accomplish, among other things, the defeasance and the refunding of the Refunded Bonds pursuant to the Resolution.

“*State*” means the State of Georgia.

Words of the masculine gender are to be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number include the plural number and vice versa unless the context otherwise indicates. The word “person” includes corporations, associations, natural persons and public bodies unless the context otherwise indicates. Reference to a person other than a natural person includes its successors.

Section 1.02 *Incorporation of Recitals*. The recital clauses and the definitions set forth hereinabove are specifically incorporated into the text of this Agreement and are to be interpreted as a material part hereof.

ARTICLE II

CREATION OF TRUST FUND

Section 2.01 *Escrow Fund*. There is hereby created and established with the Escrow Agent a special and irrevocable escrow fund designated the Escrow Fund to be held in the custody of the Escrow Agent separate and apart from other funds and accounts of the Authority, the City or the Escrow Agent.

Section 2.02 *Initial Deposit; Securities Purchase*. Concurrently with the execution of this Agreement, the City will deposit or cause to be deposited with the Escrow Agent for deposit in the Escrow Fund, and the Escrow Agent hereby acknowledges receipt of (i) \$_____ from proceeds of the Series 2019 Taxable Refunding Bonds; (ii) additional moneys on hand in the Debt Service Reserve Fund in the amount of \$_____, held pursuant to the 2010 Resolution; and (iii) additional moneys on hand in the Sinking Fund in the amount of \$_____, held pursuant to the 2010 Resolution, (i), (ii) and (iii) to be applied to defease and refund the Refunded Bonds. Concurrently with the receipt of such proceeds, the Escrow Agent will apply \$_____ of the proceeds from the Escrow Fund to the purchase of those Government Obligations specifically described in Schedule II attached hereto (“**Schedule II**”), and the remaining amount of \$_____ will be held uninvested in the Escrow Fund as cash. The Government Obligations shall mature in principal amounts and pay interest in such amounts and at such times so that sufficient moneys will be available to pay the principal of and interest on the Refunded Bonds when due and payable whether at maturity or on the Redemption Date. On the basis of the verification report of _____ delivered to the City on the date hereof, the City hereby finds and determines that the investments described in Schedule II are

advantageous in yield and maturity date to provide sufficient moneys to refund and pay the Refunded Bonds and to comply with United States Department of the Treasury regulations adopted or applicable pursuant to the Internal Revenue Code of 1986, as amended.

Section 2.03 *Irrevocable Deposit; Control*. The deposit of the cash in the Escrow Fund shall constitute an irrevocable deposit of such cash exclusively for the benefit of the Refunded Bonds, and such proceeds and Government Obligations, together with any income or interest earned thereon, shall be held in trust and shall be applied solely to the payment of the principal of and interest on the Refunded Bonds as the same become due through and including the Redemption Date as set forth in Schedule I attached hereto (“**Schedule I**”). Subject to the requirements set forth herein for the use of the Escrow Fund and the moneys and investments therein, including, without limitation, Sections 2.04, 2.05 and 3.02 hereof, the Authority and the City covenant and agree that the Escrow Agent shall have full and complete control and authority over and with respect to the Escrow Fund and moneys and investments therein and that neither the Authority nor the City shall exercise any control or authority over and with respect to the Escrow Fund and the moneys and investments therein.

This Agreement constitutes an irrevocable instruction by the Authority and the City to the Escrow Agent, in its capacity as Bond Registrar and Paying Agent under the 2010 Resolution, to pay the principal of and interest due on the Refunded Bonds in the amounts and on the dates set forth on Schedule I and to call the Refunded Bonds maturing on or after November 1, 2021 for optional redemption on the Redemption Date.

Section 2.04 *Reinvestment; SLGS*. (a) Upon receipt of written instruction from the City, the Escrow Agent is hereby authorized and directed to reinvest proceeds of the Government Obligations which are attributable to amounts received as principal of or interest on the Government Obligations and not immediately needed to pay principal of and interest on the Refunded Bonds (including certain fees and expenses related thereto). Such amounts shall be continuously invested in Government Obligations maturing on a date not later than the date on which the amounts invested are needed to pay the Refunded Bonds as shown in the verification report of an independent certified public accounting firm in accordance with written instructions to the Escrow Agent from the City.

(b) If the Escrow Agent is instructed to purchase United States Treasury Obligations - State and Local Government Series (“SLGS”), such instructions will be given in accordance with regulations of the United States Bureau of Public Debt then in effect.

Section 2.05 *Substitute Securities*. The Authority or the City may at any time substitute cash or other Government Obligations for the Government Obligations listed in Schedule II provided that such cash or Government Obligations:

(i) are, in the opinion of, and as certified by, independent certified public accountants, in an amount or mature in an amount (including any interest received thereon), which together with any cash or Government Obligations substituted for the Government Obligations listed in Schedule II is equal to or greater than the amount payable on the maturity date of the Government Obligations listed in Schedule II for which the substitution occurred, and

(ii) mature on or before the next date on which the Government Obligations listed in Schedule II for which substitution is to occur will be required for payment of principal of or interest on the Refunded Bonds (including certain fees and expenses related thereto).

ARTICLE III

DUTIES OF THE ESCROW AGENT; FEES AND COSTS

Section 3.01 *Payments on Refunded Bonds.* The Escrow Agent, without further authorization and direction from the Authority or the City, will pay from moneys available in the Escrow Fund to the persons entitled thereto on the dates and in the amounts set forth in Schedule I hereto, moneys sufficient to pay the principal of and interest (including certain fees and expenses) falling due on the Refunded Bonds as set forth in Schedule I hereto. Such payments shall be made from the principal of and interest on the Government Obligations or other moneys in the Escrow Fund and shall be made to the persons entitled thereto.

Section 3.02 *Fund Established.* The Escrow Agent hereby accepts the money caused to be deposited in the Escrow Fund by the City.

The Escrow Agent shall purchase or cause to be purchased those Government Obligations listed in Schedule II solely from the moneys deposited by the City in the Escrow Fund. The Escrow Agent shall apply the moneys deposited in such account and the Government Obligations, together with any income or interest earned thereon, in accordance with this Agreement. The Escrow Agent shall have no power or duty to invest any moneys held hereunder or to make substitutions of the Government Obligations held hereunder or to sell, transfer or otherwise dispose of the Government Obligations acquired hereunder except as provided in Sections 2.04 and 2.05 hereof or as otherwise provided herein. The Escrow Agent may, on the written request of the City, sell or redeem all or a portion of the Government Obligations held for the credit of the Escrow Fund and reinvest the required proceeds of such sale or redemption, in Government Obligations designated in such request of the City, but only on receipt by the Escrow Agent of:

(a) a certificate of an independent certified public accountant stating that after giving effect to such request the Government Obligations held for the credit of such account are of such maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings thereon, be sufficient together with all cash and other immediately available invested funds held for the credit of such account to pay the principal of and interest on (including certain fees and expenses) the Refunded Bonds when due and as set forth in Schedule I hereto.

If the Escrow Agent is instructed by the City to purchase United States Treasury Obligations - State and Local Government Series, such instructions will be given in accordance with regulations of the United States Bureau of Public Debt then in effect.

The liability of the Escrow Agent for the payment of the principal of and interest on the Refunded Bonds (including certain fees and expenses related thereto) pursuant to this Section shall be limited to the cash available for such purposes in the Escrow Fund, and the Escrow Agent will not be required to expend its own funds for the purpose of performing its duties hereunder.

Section 3.03 *Escrow Agent's Fees, Costs and Expenses; Indemnification.* The Escrow Agent's fees, costs and expenses for and in carrying out the provisions of this Agreement are to be paid by the City as they are due from funds of the City and not from any funds in the Escrow Fund. The City hereby agrees to indemnify and hold harmless the Escrow Agent and its officers, directors, and employees from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable fees, costs and expenses of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration this Agreement, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Escrow Agent including the reasonable fees, costs and expenses (including the reasonable fees, costs and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of this Agreement and/or the resignation or removal of the Escrow Agent and shall inure to the benefit of the Escrow Agent's successors and assigns

Section 3.04 *Notice of Optional Redemption.* Not less than 30 days nor more than 60 days prior to the Redemption Date, the Escrow Agent hereby agrees to deliver a notice of redemption in substantially the form set forth in Exhibit A, attached hereto and in the manner as described in the 2010 Resolution to (a) the owners of the Refunded Bonds that such Refunded Bonds maturing on or after November 1, 2021 will be optionally redeemed on the applicable Redemption Date and (b) the Municipal Securities Rulemaking Board via its Electronic Municipal Marketplace Access system at <http://emma.msrb.org>; provided however, that the Escrow Agent shall not have any liability to any party in connection with any failure to timely file such notice of optional redemption with the Municipal Securities Rulemaking Board via its Electronic Municipal Marketplace Access system and the sole remedy available shall be an action by the holders of the Refunded Bonds in mandamus for specific performance or similar remedy to compel performance.

Section 3.05 *Concerning the Escrow Agent.* It is expressly understood and agreed that the Escrow Agent's duties and obligations in connection with this Agreement are confined to those expressly defined herein and no additional covenants or obligations will be read into this Agreement against the Escrow Agent. The Escrow Agent may consult with counsel with respect to any question relating to its duties or responsibilities hereunder or otherwise in connection herewith and will not be liable for any action taken, suffered or omitted by the Escrow Agent in good faith upon the advice of such counsel. The Escrow Agent may act through its agents and attorneys appointed with due care. The Escrow Agent may conclusively rely upon and shall be fully protected in acting and relying upon any notice, order, requisition, request, consent, certificate, order, opinion (including an opinion of independent counsel), affidavit, letter, telegram or other paper or document in good faith deemed by it to be genuine and correct and to have been signed or sent by the proper person or persons. The Escrow Agent will not be liable for any action taken or neglected to be taken in performing or attempting to perform its

obligations hereunder other than for its negligence or willful misconduct. Notwithstanding any provision herein to the contrary, in no event will the Escrow Agent be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. The Escrow Agent will not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; hurricanes or other storms; wars; terrorism; similar military disturbances; sabotage; epidemic; pandemic; riots; interruptions; loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Escrow Agent will use commercially reasonable efforts which are consistent with the Escrow Agent's business interruption procedures to resume performance as soon as reasonably practicable under the circumstances.

ARTICLE IV

GENERAL PROVISIONS

Section 4.01 *Escrow Fund Irrevocable.* The Escrow Fund hereby created shall be irrevocable, and the registered owners of the Refunded Bonds are hereby granted an express lien on the Escrow Fund until applied in accordance with this Agreement.

The Escrow Agent shall hold the Escrow Fund as a separate trust account wholly segregated from all other funds and accounts held in any capacity and shall make disbursements from such accounts only in accordance with the provisions of this Agreement. The principal of and interest on the Government Obligations shall not be reinvested except as provided in Sections 2.04 and 3.02 hereof, and the Escrow Agent shall not sell or dispose of such securities except as provided in Sections 2.05 and 3.02 hereof.

Under no circumstances shall the Escrow Agent have a lien on the Escrow Fund for its charges, fees and expenses and under no circumstances shall the Escrow Agent make any claim against the Escrow Fund for such charges, fees and expenses.

Section 4.02 *Reports.* The Escrow Agent shall deliver to the City a report of each transaction relating to the Escrow Fund on or prior to _____, 2020.

Section 4.03 *Verification.* The accuracy of the mathematical computations of the adequacy of the Government Obligations in the Escrow Fund to pay the principal of and interest due and to become due on the Refunded Bonds (including certain fees and expenses related thereto) through the applicable Redemption Date will be verified by _____. A copy of such verification has been delivered to the parties hereto. The Escrow Agent may conclusively rely upon such verification and shall not be held liable with respect to any error in such mathematical computations.

Section 4.04 *Deficiency.* If there is any deficiency in the Escrow Fund, the City will promptly remedy such deficiency by paying to the Escrow Agent the amount of such deficiency.

The Escrow Agent is not liable for any such deficiency, except as may be caused by its gross negligence or willful misconduct.

Section 4.05 *Termination*. This Agreement will terminate when all payments of the principal of and interest on the Refunded Bonds required to be made to the owners of the Refunded Bonds under the provisions of the Resolution have been made. If after the termination of this Agreement, there are any funds remaining in the Escrow Fund, the Escrow Agent shall promptly transmit the amount of such funds to the Trustee for deposit in the Revenue Fund created under the 2010 Resolution.

Section 4.06 *Resignation of Escrow Agent*. The Escrow Agent may resign at any time by giving written notice thereof to the Authority and the City; provided that such resignation will not take effect until the appointment of a successor Escrow Agent and the acceptance thereof by such successor Escrow Agent. If an instrument of acceptance by a successor Escrow Agent has not been delivered to the Escrow Agent within sixty (60) days after the giving of such notice of resignation, the resigning Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent.

Section 4.07 *Severability*. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties hereto to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

Section 4.08 *Law*. This Agreement shall be governed exclusively by the laws of the State of Georgia without regard to conflict of law principles.

Section 4.09 *Counterparts*. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be one and the same instrument.

Section 4.10 *Notices*. Any notice or other communication to be given under this Agreement shall be in writing and may be given by certified mail (postage prepaid, return receipt requested), telegraph or personal delivery:

If to the Authority: City of Fayetteville Public Facilities Authority
240 South Glynn Street
Fayetteville, Georgia 30214
Fax: (770) 460-4238
Attention: Chairman

With a Copy to: Butler Snow LLP
577 Mulberry Street
Suite 1225
Macon, Georgia 31201
Fax: (478) 238-1351
Attention: Blake C. Sharpton

If to the City: City of Fayetteville
240 South Glynn Street
Fayetteville, Georgia 30214
Fax: (478) 918-2995
Attention: City Manager

With a Copy to: _____

Attention:

If to the Escrow Agent: U.S. Bank, National Association
1349 West Peachtree Street
Suite 1050
Atlanta, Georgia 30309
Fax: (404) 365-7946
Attention: Mark C. Hallam

Section 4.11 *Electronic Communications*. The Escrow Agent agrees to accept and act upon instructions or directions from the Authority or the City pursuant to this Agreement and delivered using Electronic Means; provided, however, the Authority or the City, as applicable, shall provide to the Escrow Agent an incumbency certificate listing officers with the authority to provide such instructions (“**Authorized Officers**”) and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Authority or the City, as applicable, whenever a person is to be added or deleted from the listing. If the Authority or the City, as the case may be, elects to give the Escrow Agent instructions using Electronic Means and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent’s understanding of such instructions shall be deemed controlling. The Authority and the City understand and agree that the Escrow Agent cannot determine the identity of the actual sender of such instructions and that the Escrow Agent shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Escrow Agent have been sent by such Authorized Officer. The Authority or the City shall be responsible for ensuring that only Authorized Officers transmit such instructions to the Escrow Agent and that the Authority or the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Authority or the City. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent’s reliance upon and compliance with such instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. Each of the Authority and the City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit instructions to the Escrow Agent, including without limitation the risk of the Escrow Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Escrow Agent and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Authority or the City;

(iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Escrow Agent immediately upon learning of any compromise or unauthorized use of the security procedures

(Signatures begin on the following page)

IN WITNESS WHEREOF, the Escrow Agent, the Authority and the City have caused this Agreement to be executed and attested by their duly authorized officers, as of the date first above written.

**U.S. BANK, NATIONAL ASSOCIATION,
as Escrow Agent**

By:

Mark C. Hallam
Vice President

(Signatures continue on the following page)

[Signature page to Escrow Agreement]

(Counterpart Signature Page to the Escrow Agreement)

**CITY OF FAYETTEVILLE PUBLIC
FACILITIES AUTHORITY**

(SEAL)

By: _____
Chairman

Attest:

By: _____
Secretary

(Signatures continue on following page)

(Counterpart Signature Page to the Escrow Agreement)

CITY OF FAYETTEVILLE, GEORGIA

(SEAL)

By: _____
Mayor

Attest:

By: _____
City Clerk

EXHIBIT A-1
NOTICE OF REDEMPTION

\$9,870,000 in original aggregate principal amount
City of Fayetteville, Georgia Water and Sewerage
Refunding Revenue Bonds, Series 2010

NOTICE IS HEREBY GIVEN that, pursuant to the applicable provisions of the governing documents of the above-captioned bonds (the “**Bonds**”), including particularly the Resolution (the “**Resolution**”), adopted by the City of Fayetteville, Georgia (the “**City**”) on February 18, 2010, and subject to the conditions as hereinafter described, \$8,455,000 in principal amount of the Bonds will be subject to optional redemption on November 2, 2020 (the “**Redemption Date**”), at a redemption price (the “**Redemption Price**”) of 100% of the principal amount thereof, together with interest accrued to the Redemption Date. Government Obligations and cash calculated to be sufficient to pay the Redemption Price have been deposited with U.S. Bank, National Association (“**Paying Agent**”), as escrow agent and paying agent for the Refunded Bonds. On the Redemption Date, the Bonds so called for redemption will be payable at the designated corporate trust office of the Paying Agent, as set forth below. From and after the Redemption Date, subject to the conditions hereinafter described, interest on the redeemed Bonds shall cease to accrue.

The following Bonds were originally issued on March 16, 2010, and will be redeemed and paid upon presentation to the office shown below:

<u>Maturity</u>	<u>Interest Rate</u>	<u>Principal Amount</u>	<u>CUSIP</u>
November 1, 2021	3.400%	\$60,000	
November 1, 2022	3.500%	\$65,000	
November 1, 2023	3.600%	\$70,000	
November 1, 2024	3.700%	\$75,000	
November 1, 2025	5.000%	\$1,025,000	
November 1, 2026	4.000%	\$1,075,000	
November 1, 2027	4.000%	\$1,120,000	
November 1, 2028	4.125%	\$1,165,000	
November 1, 2029	4.250%	\$1,215,000	
November 1, 2030	4.300%	\$1,265,000	
November 1, 2031	4.375%	\$1,320,000	

Payment of the Bonds called for redemption will be made upon presentation and surrender of such Bonds at the location shown below:

By Mail

U.S. Bank National Association
Corporate Trust Operations
1349 W. Peachtree Street NW
Suite 1050
Mail Station EX-GA-ATPT
Atlanta GA 30309

By Hand or Overnight Mail

U.S. Bank National Association
Corporate Trust Operations
1349 W. Peachtree Street NW
Suite 1050
Mail Station EX-GA-ATPT
Atlanta GA 30309

Registered or certified insured mail is suggested when submitting Bonds for payment.

When inquiring about this redemption, please have the Bond number available. Please inform the customer service representative of the CUSIP number(s) of the affected Bonds.

Our Customer Service number is 1-404-898-2463.

Any capitalized term used but not defined herein has the meaning ascribed thereto in the Indenture.

By: U.S. Bank National Association
as Paying Agent

DATED: _____, 2019.

NOTICE

Under the provisions of Section 3406 of the Internal Revenue Code of 1986, as amended, paying agents making payments of interest and principal on municipal securities may be obligated to withhold a tax from remittance to individuals who have failed to furnish the paying agent with a valid taxpayer identification number. Registered holders who wish to avoid the imposition of the tax should submit certified taxpayer identification numbers (via Form W-9) when presenting the refunded bonds for payment.

** Neither the City nor the Paying shall be responsible for the use of the CUSIP number(s) selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Bonds. They are included solely for the convenience of the holders.*

SCHEDULE I

Series 2010 Bonds

<u>Maturity Date</u>	<u>Principal</u>	<u>Interest</u>
November 1, 2020	\$60,000	\$ _____
<u>Redemption Date</u>	<u>Principal</u>	<u>Interest</u>
November 2, 2020	\$8,455,000	\$ _____

SCHEDULE II

<u>Maturity Date</u>	<u>Par</u>	<u>Type</u>	<u>Coupon</u>
_____	\$ _____	_____	____%
_____	\$ _____	_____	____%

The Escrow Fund will include uninvested cash in the amount of \$_____.

RESOLUTION NO. _____

A RESOLUTION TO PROVIDE FOR THE REFUNDING OF CERTAIN OF THE OUTSTANDING CITY OF FAYETTEVILLE, GEORGIA WATER AND SEWERAGE REFUNDING REVENUE BONDS, SERIES 2010; TO AUTHORIZE THE USE OF AN INTERGOVERNMENTAL AGREEMENT; TO AUTHORIZE THE USE OF AN ESCROW AGREEMENT; TO AUTHORIZE THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT IN CONNECTION WITH THE SALE OF THE SERIES 2019 TAXABLE REFUNDING BONDS; AND FOR OTHER PURPOSES:

WHEREAS, the City of Fayetteville (the “**City**”) is a municipal corporation and body politic and corporate organized pursuant to the Constitution and laws of the State of Georgia, managed and controlled by the Mayor and City Council of the City (the “**City Council**”); and

WHEREAS, the City Council has determined that it will produce a net present value savings and therefore is necessary and in the best interests of the City to defease and refund those certain City of Fayetteville, Georgia Water and Sewerage Refunding Revenue Bonds, Series 2010, having maturity dates of November 1, 2020 through November 1, 2031, inclusive, in the aggregate principal amount of \$8,515,000 (the “**Taxable Refunding Project**”); and

WHEREAS, the City Council has determined that in order to pay for a portion of the cost of the Taxable Refunding Project, it is necessary and in the best interests of the City to enter into a conduit bond financing transaction with the City of Fayetteville Public Facilities Authority (the “**PFA**”), a public body corporate and politic; and

WHEREAS, the PFA will issue its City of Fayetteville Public Facilities Authority (City of Fayetteville Water and Sewerage Refunding Project) Taxable Revenue Bonds, Series 2019 (the “**Series 2019 Taxable Refunding Bonds**”) in an original aggregate principal amount not to exceed Eight Million Five Hundred Thousand Dollars (\$8,500,000) issued in one or more series or subseries; and

WHEREAS, the Series 2019 Taxable Refunding Bonds will be issued at an interest rate not to exceed six percent (6.000%), and a maximum annual debt service of One Million Four Hundred Thousand Dollars (\$1,400,000); and

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

WHEREAS, in order to secure the payments of the principal of and interest on the Series 2019 Taxable Refunding Bonds, the City Council desires to approve the form of an Intergovernmental Contract, to be dated as of the first day of the month in which the Series 2019

Taxable Refunding Bonds are to be issued, or such other date as is approved by the parties, (the “**Taxable Refunding Contract**”), between the City and the Authority, in substantially the form attached hereto as Exhibit A and by reference made a part hereof, and pursuant to which, among other matters, (a) the Authority and the City will agree, among other things, to take all steps reasonably necessary or appropriate to issue the Series 2019 Taxable Refunding Bonds, (b) the City will agree to pay to the Authority or for the account of the Authority so long as the Series 2019 Taxable Refunding Bonds are outstanding, an amount sufficient to enable the Authority to pay the principal of, premium, if any, and interest on the Series 2019 Taxable Refunding Bonds (the “**Taxable Refunding Contract Payments**”), and (c) the City will agree to cause the Taxable Refunding Project to be refunded in part with proceeds derived from the sale of the Series 2019 Taxable Refunding Bonds; and

WHEREAS, in order to complete the Taxable Refunding Project, the City Council desires to approve the form of an Escrow Agreement, to be dated as of the first day of the month in which the Series 2019 Taxable Refunding Bonds are to be issued, or such other date as is approved by the parties, (the “**Escrow Agreement**”) by and among the City, the PFA and U.S. Bank, National Association, as escrow agent (the “**Escrow Agent**”), in substantially the form attached hereto as Exhibit B and by reference made a part hereof, and pursuant to which, among other matters, (a) the Authority will transfer certain proceeds of the Series 2019 Taxable Refunding Bonds to the Escrow Agent, (b) the Escrow Agent will deposit and invest such proceeds in specified investments, and (c) the Escrow Agent will agree to cause the Taxable Refunding Project to be refunded.

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

Section 1. Recitals. The recitals contained in the above “Whereas” clauses shall be, and by this reference are hereby, incorporated into this Resolution (the “**Resolution**”) as a substantive part hereof.

Section 2. Approval of Series 2019 Taxable Refunding Bonds. The issuance by the PFA of the Series 2019 Taxable Refunding Bonds in the form of its City of Fayetteville Public Facilities Authority (City of Fayetteville Water and Sewerage Refunding Project) Taxable Revenue Bonds, Series 2019 in the maximum original aggregate principal amount of Eight Million Five Hundred Thousand Dollars (\$8,500,000) for the purpose of providing funds to be applied toward a portion of the cost of the Taxable Refunding Project and to pay expenses necessary to accomplish the foregoing, including capitalized interest, if any, and the costs of issuing the Series 2019 Taxable Refunding Bonds is hereby approved. All of the covenants, agreements, and provisions of this Resolution shall be for the equal and proportionate benefit and security of all owners of the Series 2019 Taxable Refunding Bonds. The Series 2019 Taxable Refunding Bonds shall be issued under and pursuant to a bond resolution to be adopted by the PFA, as supplemented in accordance therewith (the “**Refunding Bond Resolution**”). The Refunding Bond Resolution contains the form of the Series 2019 Taxable Refunding Bonds featuring an interest rate not to exceed six percent (6.000%) per annum and maximum annual debt service of One Million Four Hundred Thousand Dollars (\$1,400,000), all interest payable semiannually on such Interest Payment Date (as defined in the Refunding Bond Resolution), and the principal shall mature on or before November 1, 2031. The Series 2019 Taxable Refunding

Bonds may be issued in one or more series or subseries.

Section 3. Approval of Contract. The City Council hereby approves the Taxable Refunding Contract in substantially the form attached hereto as Exhibit A and by reference made a part hereof, with such changes, additions, and deletions as may be requested and/or approved by the Mayor or the City Manager of the City; the execution and delivery of the Taxable Refunding Contract on behalf of the City as authorized hereinafter shall be conclusive evidence of the City's approval thereof and approval of the matters set forth therein; and the City Council hereby authorizes the Mayor of the City to execute and deliver the Taxable Refunding Contract approved as aforesaid, and authorizes each of the City Clerk or Deputy Clerk of the City to attest the Taxable Refunding Contract approved as aforesaid and to affix the seal of the City thereto.

Section 4. Approval of Escrow Agreement. The City Council hereby approves the Escrow Agreement in substantially the form attached hereto as Exhibit B and by reference made a part hereof, with such changes, additions, and deletions as may be requested and/or approved by the Mayor or the City Manager of the City; the execution and delivery of the Escrow Agreement on behalf of the City as authorized hereinafter shall be conclusive evidence of the City's approval thereof and approval of the matters set forth therein; and the City Council hereby authorizes the Mayor of the City to execute and deliver the Escrow Agreement approved as aforesaid, and authorizes each of the City Clerk or Deputy Clerk of the City to attest the Escrow Agreement approved as aforesaid and to affix the seal of the City thereto.

Section 5. Validation. The Mayor, with the advice of proper counsel, is authorized and directed to cause to be prepared an answer of the City to be filed in the validation proceedings requesting that the Series 2019 Taxable Refunding Bonds and the security therefor be declared valid in all respects.

Section 6. Authorization of Preparation of Preliminary Official Statement and Official Statement. The preparation of a Preliminary Official Statement and an Official Statement with respect to the Series 2019 Taxable Refunding Bonds is hereby approved.

The City Council hereby authorizes the Mayor or the City Manager of the City to execute and deliver a "deemed-final certificate" with respect to the Preliminary Official Statement as required by Rule 15c2-12 of the Securities and Exchange Commission promulgated pursuant to the Securities and Exchange Act of 1934 (the "**Rule**") and/or a "deemed final and 10(b)-5 certificate" with respect to the Official Statement.

Section 7. Authorization of Continuing Disclosure Certificate. The City Council hereby authorizes the City to enter into a Continuing Disclosure Certificate in connection with sale of the Series 2019 Taxable Refunding Bonds, requiring the City to provide certain financial and operational data as an obligated person relating to the Series 2019 Taxable Refunding Bonds. The Continuing Disclosure Certificate shall be in such form as is approved by the Mayor or Finance Director of the City; the execution and delivery of the Continuing Disclosure Certificate on behalf of the City as authorized hereinafter shall be conclusive evidence of the City's approval thereof and approval of the matters set forth therein; and the City Council hereby authorizes the Mayor of the City to execute and deliver the Continuing Disclosure Certificate approved as aforesaid, and authorizes the Clerk or the Deputy Clerk of the City to attest the

Continuing Disclosure Certificate approved as aforesaid and to affix the seal of the City thereto.

Section 8. Series 2019 Taxable Refunding Bonds Not an Obligation or Debt of the City. The Series 2019 Taxable Refunding Bonds shall not constitute or be deemed to constitute an obligation, debt or a pledge of the faith and credit of the City or the State of Georgia, nor shall the City or the State be subject to any pecuniary liability thereon. The Series 2019 Taxable Refunding Bonds shall not be payable from, or a charge upon, any funds other than the revenues of the Authority which are pledged to the payment thereof, and shall be special limited obligations of the Authority payable solely from the Taxable Refunding Contract Payments pledged pursuant to the Refunding Bond Resolution. The issuance of the Series 2019 Taxable Refunding Bonds shall not directly, indirectly, or contingently obligate the City or the State to levy or to pledge any form of taxation whatever therefor or to make any appropriation for the payment hereof. The Series 2019 Taxable Refunding Bonds shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City or the State of Georgia.

Section 9. No Personal Liability. No stipulation, obligation or agreement herein contained or contained in the Refunding Bond Resolution, the Series 2019 Taxable Refunding Bonds, the Preliminary Official Statement, the Official Statement, any validation document, the Taxable Refunding Contract, the Continuing Disclosure Certificate, or any document contemplated by or related to any of the foregoing will be deemed to be a stipulation, obligation or agreement of any officer, the mayor, council member, official, agent, or employee of the City in his or her individual capacity and no officer, the mayor, council member, official, agent, or employee of the City in his or her individual capacity shall be held liable in connection therewith.

Section 10. Further Authority. The Mayor, City Manager, Finance Director, and all other proper officers and agents of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions and intent of this Resolution. The final proposed financial structure relating to the Series 2019 Taxable Refunding Bonds, including the exact principal amount of the Series 2019 Taxable Refunding Bonds, and the payments to be made by the City shall be approved by a future resolution of Mayor and Council.

Section 11. Severability of Invalid Provisions. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements and provisions and shall in no way affect the validity of any of the other covenants, agreements and provisions hereof or the Taxable Refunding Contract.

Section 12. Repealer. Any and all resolutions or parts of resolutions in conflict with this resolution shall be and the same are hereby repealed, and this resolution shall be in full force and effect from and after its adoption.

Section 13. Conclusion. Copies of this Resolution shall be filed in the offices of the City Clerk, and the Mayor shall sign and the City Clerk shall attest, each to the adoption of this

Resolution No. ___

Page 5

Resolution.

[Signatures Follow]

Resolution No. ___

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ADOPTED this 15th day of August, 2019.

MAYOR OF THE CITY OF FAYETTEVILLE

ATTEST:

**CITY CLERK OF THE CITY OF
FAYETTEVILLE**

EXHIBIT A

FORM OF INTERGOVERNMENTAL CONTRACT

[Attached]

EXHIBIT B

FORM OF ESCROW AGREEMENT

[Attached]

CERTIFICATE OF CLERK

The undersigned Clerk of the City of Fayetteville (the “City”), **DOES HEREBY CERTIFY** that the foregoing pages constitute a true and correct copy of the Resolution adopted by the City Council and Mayor for the City at an open public meeting at which a quorum was present, duly called and lawfully assembled at 6:00 p.m., on the 15th day of August, 2019, authorizing the issuance of the bonds by the City of Fayetteville Public Facilities Authority designated “City of Fayetteville Public Facilities Authority (City of Fayetteville Water and Sewerage Refunding Project) Taxable Revenue Bonds, Series 2019,” the original of such Resolution being duly recorded in the Minute Book of the City, which Minute Book is in my custody and control.

I do hereby further certify that all members of the City Council were present at said meeting except the following members who were absent:

and that the Resolution was duly adopted by the following vote:

The following voted “Aye”: _____
_____;

The following voted “Nay”: _____
_____;

The following Did Not Vote: _____
_____.

WITNESS my hand and the official seal of the City of Fayetteville, this 15th day of August, 2019.

City Clerk

[SEAL]



INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: Ray Gibson, City Manager

CC: Alan Jones, Fire Chief
Mike Bush, Director of Finance & Admin

FROM: Anne Barksdale, City Clerk

DATE: August 6, 2019

SUBJECT: Declaring Items for Surplus

The Fire Department has two fire pumpers and one vehicle ready to be declared for surplus. Items will be auctioned through GovDeals online auction in September.

