



**Where Georgia comes together.**

Regular Meeting – Perry City Council  
1211 Washington Street  
Tuesday, April 7, 2020  
6:00 p.m.

\*This meeting is available to the public via teleconference and Facebook live streaming pursuant to O.C.G.A. 50-14-1(g).

### ***AMENDED AGENDA***

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll.
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Public Hearing: Mayor Randall Walker

The purpose of this Public Hearing is to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. 36-66-4.

- 4a. SUSE-26-2020. Applicant, Rob Ballard, request a Special Exception to construct ten six-unit buildings on 2.24 acres parcel (phase 3) and 25 four-unit buildings on phase 2 property. The property is located at Club Villa Court; Tax Map No.0P0490 18E000 – Mr. B. Wood.
5. Review of Minutes: Mayor Randall Walker
  - 5a. Council’s Consideration – Minutes of the March 12, 2020 special called meeting, March 17, 2020 council meeting and March 20, 2020 special called meeting.
6. Old Business:
  - 6a. Mayor Randall Walker
  - 6b. Council Members
  - 6c. City Attorney Brooke Newby
  - 6d. City Manager Lee Gilmour
  - 6e. Assistant City Manager Robert Smith
7. New Business: Mayor Randall Walker
  - 7a. Special Exception Application – 26-2020 - Mr. B. Wood.

- 7b. Resolution(s) for Introduction and Adoption:
1. Resolution authorizing the Mayor and Clerk to execute a supplemental lease and project fund agreement to provide financing for purchase of solid waste vehicle – Ms. B. King.
  2. Resolution authorizing the Mayor and Clerk to execute a supplemental lease and project fund agreement to provide financing for purchase of various vehicles – Ms. B. King.
- 7c. Appointment of Mr. Dan Bass as Interim Chief Building Official – Mr. L. Gilmour.
8. Council Members Items:
9. Department Heads/Staff Items.
10. General Public Items:
11. Mayor Items:
12. Adjourn.

In accordance with the Americans with Disabilities Act, accommodations are available for those who are hearing impaired and/or in need of a wheelchair. The Perry City Council Agenda and supporting material for each item is available on-line through the City's website at [www.perry-ga.gov](http://www.perry-ga.gov).



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## **STAFF REPORT**

From the Department of Community Development

March 4, 2020

**CASE NUMBER:** SUSE-26-2020  
**APPLICANT:** Rob Ballard for Placemaker, LLC  
**REQUEST:** A Special Exception  
**LOCATION:** Club Villa Court; Tax Map No. 0P0490 18E000  
**ADJACENT ZONING/LAND USES:**

Subject Parcel: C-2, General Commercial District (undeveloped)  
North: C-2 (Retail – Dollar General)  
South: C-2 (Self-storage and retail/service uses)  
East: C-2 (existing Club Villa apartments and Catholic Church)  
West: C-2 (vacant land and convenience store)

**REQUEST ANALYSIS:** The applicant's company, Placemaker LLC, has purchased the 2.24 acre parcel at the northeast corner of Club Villa Court and Chevron Road, as well as several of the existing quadrplexes on Club Villa Court, and the 11-acre undeveloped 2<sup>nd</sup> phase of Club Villa apartments.

The applicant is proposing to construct ten six-unit buildings on the 2.24 acre parcel (phase 3) and 25 four-unit buildings on the phase 2 property. Phase 2 was previously approved by the Planning Commission in 2004. The proposed density in phase 3 exceeds the maximum density by 12 units (48 allowed vs 60 proposed). However, the density approved in phase 2 is below the maximum allowed (100 proposed vs 191 allowed). The applicant is requesting, through this special exception, the City accept the density of phases 2 and 3 based on the acreage of the two parcels combined, rather than as separate parcels. In doing so, the gross density of both parcels is 160 units on 13.24 acres versus the allowed maximum of 239 units. Plans for Phase 2 include two common space areas.

The applicant also requests the parking for the development be considered based on the overall development. The minimum parking requirement for multi-family developments is 1.5 parking spaces per dwelling unit, requiring at least 240 parking spaces total.

Phase 2 of the project will consist of 100 2- and 3-bedroom dwelling units. Two parking spaces per dwelling unit are proposed. Phase 3 of the project will consist of 60 1-bedroom dwelling units. Eighty parking spaces are proposed on the Phase 3 site, equal to 1.33 parking spaces per dwelling unit. Therefore, the total number of parking spaces to be provided is 280. On a site-specific basis, parking provided in Phase 2 exceeds the minimum requirement by 50 spaces, while parking in Phase 3 would be 10 spaces short of the requirement. While parking demand is site specific, it is likely that a majority of tenants in the 2- and 3-bedroom units would own two vehicles, while the majority of tenants in the 1-bedroom units would own one vehicle.

Finally, the applicant requests relief from the minimum lot width of 85 feet. Phase 1 and Phase 2 were approved with 75' lot widths in 2004. In Phase 3 the applicant is working with the adjacent church to provide additional access to accommodate planned expansion of the church. Lot widths are proposed with a minimum of width of 60' in part to account for access to the church.

## **STANDARDS FOR SPECIAL EXCEPTIONS:**

1. *Does the Special Exception follow the existing land use pattern?* Surrounding land uses include a mix convenience retail, self-storage/office/service, religious institutions, multi-family developments, single-family residential developments and vacant commercially-zoned land. The proposed use is consistent with this land use pattern. The higher density of Phase 3 is buffered from single-family residential properties
2. *Will the Special Exception have an adverse effect on the Comprehensive Plan?* The properties lie in an area identified as "Suburban Residential" character area. Suggested land use patterns in the character area include "Location of higher-density housing near commercial centers, or along arterial road."
3. *Will adequate fire and police protection be available?* Adequate fire and police protection will be provided.
4. *Will the proposed use be of such location, size, and character that it is not detrimental to surrounding properties?* The higher-density Phase 3 parcel is bordered by commercial development or commercially-zoned vacant properties on the north, south and west. Club Villas quadraplex development and the Catholic Church property is located to the east. A higher-density residential development in this location should not be a detriment to surrounding properties.
5. *Will the use interfere with normal traffic, pedestrian or vehicular, in the neighborhood?* The site has two access points onto GA Hwy 127. There should not be a substantial impact on traffic in the area.
6. *Will the use result in an increase in population density overtaxing public facilities?* The overall density of the proposal is less than would be allowed. The proposal should not overburden public facilities.
7. *Will the use create a health hazard or public nuisance?* This residential development should not create any inherent health hazards or public nuisances.
8. *Will property values in adjacent areas be adversely affected?* There is no evidence that the proposed use will adversely affect the value of surrounding properties. In fact, the increase in the number of residents resulting from this development will likely improve the marketability of nearby commercially-zoned vacant properties.
9. *Are there substantial reasons a permitted use cannot be used at this property?* The proposed number of dwelling units is 33 percent less than the maximum allowed. Proposed number of parking spaces is 17 percent more than the minimum required.

**STAFF RECOMMENDATION:** Based on evaluation of this application relative to the criteria established by Ordinance for the consideration of a special exception, Staff recommends approval of the special exception, with the following conditions:

1. Phase 2 shall not exceed 100 2- and 3-bedroom dwelling units;
2. At least 200 parking spaces shall be provided on Phase 2 parcels;
3. Phase 3 shall not exceed 60 1-bedroom dwelling units;
4. At least 80 parking spaces shall be provided on the Phase 3 parcel; and
5. Development of the project shall substantially comply with the layout previously approved for Phase 2, and the layout presented with this application for Phase 3 (Preliminary Plat prepared by Saunders Engineering Consultants, Inc. and dated Feb. 2020).

**PLANNING COMMISSION RECOMMENDATION:** Following the Informational Hearing on March 09, 2020 Planning Commission recommends approval of the special exception, with the following conditions:

1. Phase 2 shall not exceed 100 2- and 3-bedroom dwelling units;
2. At least 200 parking spaces shall be provided on Phase 2 parcels;
3. Phase 3 shall not exceed 60 1-bedroom dwelling units;
4. At least 80 parking spaces shall be provided on the Phase 3 parcel; and

5. Development of the project shall substantially comply with the layout previously approved for Phase 2, and the layout presented with this application for Phase 3 (Preliminary Plat prepared by Saunders Engineering Consultants, Inc. and dated Feb. 2020).



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Eric Z. Edwards, Chairman, Planning Commission

3/24/20

Date



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Application # SUSE-0024-  
2020

### Application for Special Exception

Contact Community Development (478) 988-2720

#### Applicant/Owner Information

\*Indicates Required Field

|          | Applicant                       | Property Owner  |
|----------|---------------------------------|-----------------|
| *Name    | Rob Ballard                     | Placemaker, LLC |
| *Title   | President                       |                 |
| *Address | P. O. Box 7622, Macon, GA 31209 |                 |
| *Phone   | (478) 955-5462                  |                 |
| *Email   | rob@placemakerhq.com            |                 |

#### Property Information

|                 |                    |                        |
|-----------------|--------------------|------------------------|
| *Street Address | 0 Club Villa Court |                        |
| *Tax Map #(s)   | 0P0490 18E000      | *Zoning Designation C2 |

#### Request

\*Please describe the proposed use:  
Residential.

#### Instructions

1. The application and \$90.00 fee (made payable to the City of Perry) must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
2. The applicant/owner must respond to the 'standards' on page 2 of this application (you must answer 'why' you believe the application meets the tests for granting the special exception). See Sections 2-2 and 2-3.5 of the Land Management Ordinance for more information. You may include additional pages when describing the use and addressing the standards.
3. For applications in which a new building, building addition and/or site modifications are required, you must submit a scaled drawing of the proposed site development plan.
4. The staff will review the application to verify that all required information has been submitted. The staff will contact the applicant with a list of any deficiencies which must be corrected prior to placing the application on the planning commission agenda.
5. Special Exception applications require an informational hearing before the planning commission and a public hearing before City Council. The property must be posted at least 15 days prior to the scheduled hearing dates.
6. Please verify all required information is reflected on the plan(s). Submit one (1) paper copy and one (1) electronic version of the plan(s).
7. An application for special exception affecting the same parcel shall not be submitted more often than once every six months.
8. The applicant must be present at the hearings to present the application and answer questions that may arise.
9. Campaign Notice required by O.C.G.A. Section 36-67A-3: Within the past two years, have you, the applicant, made either campaign contributions and/or gifts totaling \$250.00 or more to a local government official? Yes \_\_\_ No \_\_\_  
If yes, please complete and submit the attached Disclosure Form.

10. The applicant and property owner affirm that all information submitted with this application, including any/all supplemental information, is true and correct to the best of their knowledge and they have provided full disclosure of the relevant facts.

11. Signatures:

|   |                  |
|---|------------------|
| *Applicant<br> | *Date<br>2.14.20 |
| *Property Owner/Authorized Agent<br>PLACEMAKER, LLC   | *Date<br>2.14.20 |

**Standards for Granting a Special Exception**

1. Are there covenants and restrictions pertaining to the property which would preclude the proposed use of the property?
2. Describe the existing land use pattern surrounding the subject property.
3. Describe how the proposed use will not have an adverse effect on the Comprehensive Plan.
4. Describe how any proposed structures, equipment or materials will be readily accessible for fire and police protection.
5. Describe how the proposed use will be of such size, location, and character that it will generally be in harmony with appropriate and orderly development of the surrounding area and adjacent properties, and will not be a detriment to uses permitted on adjacent properties. (Consider the location and height of buildings and other structures, and the extent of landscaping, screening and buffering.)
6. For uses to be located in or adjacent to a residential district, describe how the nature and intensity of the operations of the proposed use will not negatively impact pedestrian and vehicular traffic in the district.
7. Describe how the proposed use will not place an undue burden upon public facilities and services.
8. Describe how the proposed use will not create health and safety problems, and will not create a nuisance with regard to traffic congestion, drainage, noise, smoke, odor, electrical interference, or pollution.
9. Describe how the proposed use will not adversely impact the value of surrounding properties.
10. State the reasons why the subject property cannot be used for a use permitted in the zoning district in which it is located.

Revised 7/18/19

For Office Use (receipt code 204.2)

|                               |                           |                                 |                                  |                                  |                  |
|-------------------------------|---------------------------|---------------------------------|----------------------------------|----------------------------------|------------------|
| Date received<br>2/14/20      | Fee paid<br>\$9000        | Date deemed complete<br>2/14/20 | Public Notice Sign<br>by 2/19/20 | Legal Ad<br>done 3/11/20         | to run 3/18/20   |
| Notice to Applicant<br>3/6/20 | Routed to PC<br>by 3/4/20 | Date of PC<br>3/9/20            | Date of Public Hearing<br>4/7/20 | Date of Council action<br>4/7/20 | Notice of action |

Club Villa and Chevron Road Subdivision  
0 Club Villa Ct.  
City of Perry, GA 31069

This Special Exception is being requested to calculate the density and parking by combining Club Villas (Phase 2) and Chevron Road (Phase 3) - (see attached site plan and density calculations). There are no covenants or restrictions related to this property that would preclude the proposed multifamily residential use of this property in a C2 zoning. The land use around this property is a mix of multifamily residential and retail commercial. The proposed multifamily residential use of this property is an allowed use in C2 zoning and is adjacent to existing multifamily residential. The project will not place an undue burden the existing public facilities, create health & safety problems, and will not adversely impact the value of surrounding properties as it a permitted use in a C2 zoning.

The donation of Lot 11, as shown on the preliminary plat, will provide an additional egress point for St. Patrick's Catholic Church. This donation has reduced the available area for development; thereby increasing the density for Phase 3. However, by calculating the building density and required parking spaces using the total land area of 13.24 acres, both are below the City of Perry's requirements. Both properties, Phase 2 & 3, will be owned by the applicant, Placemaker, LLC.

We desire to be a good neighbor by making the donation and also develop the remaining property in an upscale manner.



February 10, 2020

Brian Wood  
City of Perry  
1211 Washington Street  
P.O. Box 2030  
Perry, Georgia 31069

To whom it may concern:

Placemaker, LLC is the owner of 2.24 acres at Chevron Road. Placemaker will donate to the St. Patrick Catholic an area for a drive (see site plan), thereby giving them vehicular access to Chevron Road.

Also, Placemaker has contracted to purchase all 25 parcels in Phase II of Club Villas. As per the contract by and between Placemaker, LLC and KT Development, LLC, Placemaker will purchase all 25 parcels once the utility and road construction is complete and final plat has been issued.

Thank you for your consideration of this request for the Special Exception.



Rob Ballard  
Placemaker, LLC  
P.O. Box 7622  
Macon, Georgia 31209

| <b>Club Villas and Chevron Drive Combined<br/>Land Area and Unit Calculations</b> |                                 |                                |               |
|---|---------------------------------|--------------------------------|---------------|
| <b>Description</b>  | <b>Club Villas</b>              | <b>Chevron Rd</b>              | <b>Totals</b> |
|   | Phase 2<br>11.00 Acres<br>43560 | Phase 3<br>2.24 Acres<br>43560 |               |
| <b>Total Acres: SF</b>  | 479,160                         | 97,574                         | 576,734       |
| <b>Req'd SF per Unit</b>  | 2500                            | 2,000                          |               |
| <b>Allowable Number of Units</b>  | 192                             | 49                             | 240           |
| <b>Proposed No. of Units</b>  | 100                             | 60                             | 160           |
| <b>Net Unit Difference</b>  |                                 | Suplus                         | 80            |
| <b>Net Acreage Difference</b>   |                                 | Surplus                        | 3.69          |
| <b>Net Land Area (SF) Difference</b>  |                                 | Surplus                        | 160,902       |

| <b>Parking Calculations</b>                                  |     |                 |
|--|-----|-----------------|
| <b>Proposed No. of Units in Phase 2 and Phase 3</b>          |     | 160             |
| <b>Spaces Req'd Per Unit</b>                                 |     | 1.5             |
| <b>Number of Spaces Required</b>                             |     | 240             |
| <b>Number of Parking Spaces Provided Club Villas - Ph 2</b>  | 200 |                 |
| <b>Number of Parking Spaces Provided Chevron Road - Ph 3</b> | 80  | 280             |
| <b>Net Parking Spaces Difference</b>                         |     | Surplus<br>40   |
| <b>No. of Spaces Per Unit</b>                                |     | Surplus<br>1.75 |





MINUTES  
SPECIAL CALLED MEETING  
OF THE PERRY CITY COUNCIL  
March 12, 2020  
6:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the special called meeting of the Perry City Council held March 12, 2020 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King, and Council Members Phyllis Bynum-Grace, Riley Hunt, Robert Jones, Joy Peterson and Darryl Albritton.

Elected Official Absent: None

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith and Recording Clerk Annie Warren.

Departmental Staffing: Tabitha Clark – Communications Manager

Media: Lauren Harris and Cheri Adams – Houston Home Journal

Mayor Walker entertained a motion to enter into executive session for the purpose of real estate acquisition.

3. Executive Session entered at 6:02 p.m.: On a motion by Mayor Pro Tempore King, seconded by Council Member Jones and carried unanimously, Council went into executive session for real estate acquisition.

4. Executive Session adjourned at 6:49 p.m.; Council's special called meeting reconvened. Council adjourned the executive session held March 12, 2020 and reconvened into the Council's special called meeting.

5. Adopted Resolution No. 2020-14 stating purpose of the executive session held on March 12, 2020 was real estate acquisition. On a motion by Council Member Hunt, seconded by Council Member Peterson and carried unanimously adopted a resolution stating the purpose of the executive session held on March 12, 2020 was to discuss real estate acquisition. Council voted to cancel all City of Perry special events through April 2020. (*Resolution 2020-14 has been entered in the City's official book of record*).

6. Adjournment: On a motion by Council Member Albritton, seconded by Council Member Bynum-Grace and carried unanimously, the reconvened special called meeting of Council held March 12, 2020 was adjourned at 6:50 p.m.

**MINUTES**  
**REGULAR MEETING OF THE PERRY CITY COUNCIL**  
**Tuesday, March 17, 2020**  
**6:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the regular meeting of the Perry City Council held March 17, 2020 at 6:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King, Council Members Phyllis Bynum-Grace, Joy Peterson, Darryl Albritton, and Riley Hunt. Council Member Robert Jones was present via teleconference.

City Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith and Recording Clerk Janet Duffin.

Departmental Staffing: Tabitha Clark – Communications Manager.

Media: Lauren Harris - Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag:

Council Member King rendered the invocation and Mayor Randall Walker led the pledge of allegiance to the flag.

4. Recognition(s) / Presentation(s):

4a. Introduction of new hire Martrez Scott – Chief S. Lynn.

Introduction of Mr. Scott has been delayed to a later date.

5. Appointment(s):

5a. Appoint Perry Area Historical Society lead agency for the City of Perry 200<sup>th</sup> Anniversary – Mayor Walker.

Council Member Hunt moved to appoint Perry Historical Society lead agency for the City of Perry 200<sup>th</sup> Anniversary. Council Member Peterson seconded the motion and it carried unanimously.

6. Community Partner(s) Update(s):

None

7. Citizens with Input:

Mayor Walker asked that if citizens had comments, they were to type them in

on the City of Perry's Facebook livestream and they would be read to Council Members for their consideration.

8. Review of Minutes: Mayor Randall Walker

- 8a. Council's Consideration – Minutes of the March 2, 2020 work session, March 3, 2020 pre council meeting and March 3, 2020 council meeting.

Council Member Bynum-Grace motioned to accept the March 2<sup>nd</sup> work session, March 3<sup>rd</sup> pre council and council meetings as submitted; Mayor Pro Tempore King seconded the motion and it carried unanimously.

9. Old Business: Mayor Randall Walker

9a. Ordinances for Second Reading(s) and Adoption:

1. **Second Reading** of a text amendment regarding Conservation Subdivision Development Requirements – Ms. B. Newby.

Ms. Newby advised staff recommended approval of the text amendment as submitted.

Adopted Ordinance No. 2020-04. Mayor Tempore King moved to adopt the amendment; Council Member Albritton seconded the motion and it carried unanimously. (*Ordinance No. 2020-04 has been entered into the City's official book of record.*)

2. **Second Reading** of RedSpeed Ordinance – Ms. B. Newby.

Ms. Newby advised staff recommended approval of the ordinance as submitted.

Adopted Ordinance No. 2020-05. Council Member Hunt moved to adopt the ordinance; Council Member Albritton seconded the motion and it carried unanimously. (*Ordinance No. 2020-05 has been entered into the City's official book of record.*)

10. Any Other Old Business: Mayor Randall Walker

- 9a. Mayor Randall Walker – none  
9b. Council Members – none  
9c. City Manager, Lee Gilmour – none  
9d. Assistant City Manager, Robert Smith – none  
9e. City Attorney, Brooke Newby – none

11. New Business: Mayor Randall Walker

- 11a. Matters referred from March 16, 2020 work session and March 17, 2020 pre council meeting.

1. The March 16, 2020 work session and the March 17, 2020 pre council meetings were cancelled due to COVID-19.

11b.

Resolution(s) for Introduction and Adoption:

1. Selection of a voting delegate for the Municipal Gas Authority of Georgia Annual election – Mr. L. Gilmour.

Mr. Gilmour recommended approval of the resolution as submitted.

Adopted Resolution No. 2020-15. Council Member Bynum-Grace moved to adopt the resolution for the selection of a voting delegate for the Municipal Gas Authority of Georgia Annual election; Council Member Peterson seconded the motion and it carried unanimously. *(Resolution No. 2020-15 has been entered into the City's official book of record.)*

2. Resolution relative to the Houston County Government Building – Ms. B. Newby.

Ms. Newby recommended approval of the resolution as submitted.

Adopted Resolution No. 2020-16. Mayor Pro Tempore King moved to adopt the resolution relative to the Houston County Government Building; Council Member Albritton seconded the motion and it carried unanimously. *(Resolution No. 2020-16 has been entered into the City's official book of record.)*

3. Resolution terminating the temporary moratorium on the permitting of conservation subdivisions – Ms. B. Newby.

Ms. Newby recommended approval of the resolution as submitted.

Adopted Resolution No. 2020-17. Council Member Hunt moved to adopt the resolution terminating the temporary moratorium on the permitting of conservation subdivisions; Mayor Pro Tempore King seconded the motion and it carried unanimously. *(Resolution No. 2020-17 has been entered into the City's official book of record.)*

4. Resolution to declare certain real property surplus property – Ms. B. Newby.

Ms. Newby recommended approval of the resolution as submitted.

Adopted Resolution No. 2020-18. Council Member Bynum-Grace moved to adopt the resolution declaring certain real property surplus property; Council Member Albritton seconded the motion and it carried unanimously. *(Resolution No. 2020-18 has been entered into the City's official book of record.)*



5. Resolution appointing prosecuting attorneys for Municipal Court for the City of Perry – Ms. B. Newby.  
Ms. Newby recommended approval of the resolution as submitted.

Adopted Resolution No. 2020-19. Mayor Pro Tempore King moved to adopt the resolution to appoint prosecuting attorneys for Municipal Court for the City of Perry; Council Member Albritton seconded the motion and it carried unanimously. (*Resolution No. 2020-19 has been entered into the City's official book of record.*)

11c. Award of Bid(s):

1. Bid No. 2020-13 Arts Center AV Equipment – Mr. R. Smith.

Mr. Smith recommended this bid be rejected and brought back before Council at a later date due to only being one bid returned.

Council Member Bynum-Grace moved to reject the bid for Arts Center AV Equipment; Mayor Pro Tempore King seconded the motion and it carried unanimously.

2. Bid No. 2020-25 Mini Excavator – Mr. R. Smith.

Mr. Gilmour recommended rejecting bids due to the serious economic impacts relative to COVID-19.

Mayor Pro Tempore King moved to reject bids for the Mini Excavator; Council Member Albritton seconded the motion and it carried unanimously.

12. Council Member Items:

Council Member Peterson advised she is taking a hard look at how the City fills positions for its Boards and Commissions. She advised she would continue to research and bring information back to Council for consideration.

Council Member Albritton asked if the City was moving forward with fencing for Pine Needle Park, and if so, what the timeline was. Mr. Gilmour advised the decision would be up to Council.

Council Member Hunt advised the dumpster at the Church in the Park was full due to Peaches to Beaches and asked if the City would authorize emptying the dumpster.

Council Member Hunt moved that Council authorizes the City to pay for one dumpster pull at the Church in the Park; Council Member Peterson seconded the motion. Mayor Pro Tempore King and Council Members Albritton and Bynum-Grace voted not to authorize paying for the dumpster pull; Council Members Hunt, Peterson and Jones voted in favor of authorizing payment for the dumpster pull. A tie vote of three to

three was received; Mayor Walker voted in favor of paying for emptying the dumpster, thereby breaking the tie.

Mr. Smith advised Council that dates needed to be determined relative to the Strategic Plan Refresh. Mr. Smith asked Council to get back to him by the end of the week with four dates for consideration.

Mr. Gilmour advised there is an issue from Code Enforcement regarding a home vehicle repair business that has been operating for over twenty years at 513 Martin Luther King Drive. The homeowner was unaware a business license was required and therefore does not have a license at this time. Mr. Gilmour recommended consideration of grandfathering the home business with the stipulation that he will have to acquire a business license, as well as bear the responsibility of environmental impact.

Council Member Peterson moved to grandfather the vehicle repair home business at 513 Martin Luther King Drive; Mayor Pro Tempore King seconded the motion and it carried unanimously.

Mr. Gilmour recommended that no vacant positions be filled unless they are considered to be an essential position. Mr. Gilmour stated this would be reviewed on a quarterly basis. Council was in concurrence with this recommendation.

Council Members Hunt, Bynum-Grace, Jones and City Attorney Newby had no reports.

13. Department Heads/Staff Items:

Mr. Gilmour recapped the current status concerning COVID-19 and stated we are following the latest CDC guidelines. The Worrall Center, Perry Arts Center, Customer Service, and the Tax and License Department have been fully closed. All employees have been advised that if they can operate from home, they may do so. Mr. Gilmour stated he will continue to keep everyone abreast of the situation.

Ms. Clark - None

14. General Public Items:

None

15. Mayor Items:

Mayor Walker encouraged everyone to follow the recommendations put out by the CDC and asked that everyone be patient as we go through this process to protect our citizens and employees. Mayor Walker thanked Council Members and staff for their support.

16. Adjournment: There being no further business to come before Council in the regular council meeting held March 17, 2020, Council Member Albritton motioned to adjourn the meeting at 7:01 p.m. Council Member Jones seconded the motion and it carried

unanimously.

**MINUTES  
SPECIAL CALLED MEETING  
OF THE PERRY CITY COUNCIL  
March 20, 2020  
1:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the special called meeting of the Perry City Council held March 20, 2020 at 1:00 p.m.

2. Roll.

Elected Officials Present: Mayor Randall Walker; Mayor Pro Tempore Willie King, and Council Members Phyllis Bynum-Grace and Robert Jones. Council Members Joy Peterson and Darryl Albritton were present via teleconference.

Elected Official Absent: Council Member Riley Hunt

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, Assistant City Manager Robert Smith and Recording Clerk Annie Warren.

Departmental Staffing: Tabitha Clark – Communications Manager

Media: Lauren Harris and Cheri Adams – Houston Home Journal

3. Invocation and Pledge of Allegiance to the Flag:

Mayor Pro Tempore King rendered the invocation and Council Member Jones led the pledge of allegiance.

4. New Business:

4a. Resolution(s) for Introduction and Adoption:

1. Adopted Resolution No. 2020-20 Declaring a Local State of Emergency. Mayor Walker reviewed the resolution Declaring a Local State of Emergency. Council Member Jones motioned to adopt the resolution as submitted; Council Member Bynum-Grace seconded the motion and it carried unanimously. (*Resolution No, 2020-20 has been entered into the City's official book of record.*)

4b. Temporary Modification to Employee Leave Policy. Ms. Newby reviewed the City's Temporary Modification to Employee Leave Policy relative to COVID-19. Mayor Pro Tempore King motioned to approve as submitted; Council Member Jones seconded the motion and it carried unanimously.

4c. Discussion of Business Licenses/Ad Valorem Taxes. Administration requested Council's authorization to suspend the enforcement of collection of Business Licenses/Ad Valorem Taxes. Council Member Jones motioned to authorize; Mayor Pro King seconded the motion and it carried unanimously.

5. Adjournment: There being no further business to come before Council in the special called meeting held March 20, 2020 Council Member Bynum-Grace motioned to adjourn the meeting at 1:17 p.m.; Council Member Peterson seconded the motion and it carried unanimously.



President  
Phil Best  
Mayor, Dublin

April 2, 2020

First Vice President  
Vince Williams  
Mayor, Union City

Ms. Brenda King  
Finance Director  
City of Perry  
P.O. Box 2030  
Perry, Georgia 31069

Second Vice President  
Jim Thornton  
Mayor, LaGrange

Third Vice President  
Julie Smith  
Mayor, Tifton

RE: Direct Installment Program

Immediate Past President  
Linda Blechinger  
Mayor, Auburn

Dear Ms. King:

Executive Director  
Larry H. Hanson

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by April 30, 2020 to guarantee the 3.17% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

**PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.**

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

A handwritten signature in black ink that reads 'Darin Jenkins'.

Darin Jenkins  
Director of Financial Services

/DJ  
Enclosures

**DOCUMENT NOTES**

**LEASE SUPPLEMENT**

**NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.**

*Exhibit E - Lease Supplement:* Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

*Exhibit E - Schedule A:* Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

*Exhibit E- Schedule B:* No action is required for this schedule.

*Exhibit E- Schedule C:* Please date, sign, and have the City Clerk attest this document.

*Exhibit E- Schedule D:* IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

*Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease:* Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association  
Attention: Financial Services Program Manager  
P.O. Box 105377  
Atlanta, Georgia 30348

**IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.**

Note: GMA's Lienholder Code is 10288896

**EXHIBIT "E"**  
**LEASE SUPPLEMENT**

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 22, 2001, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **Definitions.** Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. **Property.** The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. **Lease Payments.** The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. **Term of Lease.** The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. **Agreements, Representations and Warranties.** Lessee represents, warrants and agrees as follows:
  - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
  - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
  - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
  - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;
  - (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;



- (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
  - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
  - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
    - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
    - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
  - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
  - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular, monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

|     | TITLE | DATE  | AMOUNT |
|-----|-------|-------|--------|
| (1) | _____ | _____ | _____  |
| (2) | _____ | _____ | _____  |

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

| <u>NAME AND ADDRESS OF VENDOR</u>   | <u>INVOICE #</u><br>(attach invoices) | <u>AMOUNT</u> |
|---|---------------------------------------|---------------|
| City of Perry<br>P.O. Box 2030<br>Perry GA, 31069<br>Attn: Director of Administration<br>(912) 988-2712 | Enclosed                              | \$149,560.00  |

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Truist Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: \_\_\_\_\_.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Lease Supplement to be duly executed.

**LESSEE:**  
(SEAL)

**City of Perry**

**Signed By:** \_\_\_\_\_

City Manager or Mayor

**Print Name:** \_\_\_\_\_

**Attested By:** \_\_\_\_\_

City Clerk

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**LESSOR:**  
(SEAL)

**GEORGIA MUNICIPAL ASSOCIATION, INC.**

**Signed By:** \_\_\_\_\_

**Executive Director**

**Attested By:** \_\_\_\_\_

**Financial Services Program Manager**

**Date of Execution:** \_\_\_\_\_

**Schedules Hereto:**

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement  
(Schedule G will be completed by GMA)**

**SCHEDULE A**

**PROPERTY SCHEDULE**

| <u>DESCRIPTION OF PROPERTY</u> | <u>IDENTIFICATION OR VIN NUMBER</u> | <u>AMOUNT FINANCED</u> |
|--------------------------------|-------------------------------------|------------------------|
| Solid Waste Vehicle            |                                     | \$149,560.00           |

City of Perry, Georgia  
 GMA Lease Purchase - Solid Waste Truck  
 Sample Payment Schedule  
 Seven (7) Years; Quarterly Payments in Arrears

Nominal Annual Rate: 3.170%

**TValue Amortization Schedule - Normal, 360 Day Year**

|                    | Date       | Payment          | Interest        | Principal        | Balance    |
|--------------------|------------|------------------|-----------------|------------------|------------|
| Loan               | 04/30/2020 |                  |                 |                  | 149,560.00 |
| 1                  | 07/30/2020 | 5,977.01         | 1,185.26        | 4,791.75         | 144,768.25 |
| 2                  | 10/30/2020 | 5,977.01         | 1,147.29        | 4,829.72         | 139,938.53 |
| <b>2020 Totals</b> |            | <b>11,954.02</b> | <b>2,332.55</b> | <b>9,621.47</b>  |            |
| 3                  | 01/30/2021 | 5,977.01         | 1,109.01        | 4,868.00         | 135,070.53 |
| 4                  | 04/30/2021 | 5,977.01         | 1,070.43        | 4,906.58         | 130,163.95 |
| 5                  | 07/30/2021 | 5,977.01         | 1,031.55        | 4,945.46         | 125,218.49 |
| 6                  | 10/30/2021 | 5,977.01         | 992.36          | 4,984.65         | 120,233.84 |
| <b>2021 Totals</b> |            | <b>23,908.04</b> | <b>4,203.35</b> | <b>19,704.69</b> |            |
| 7                  | 01/30/2022 | 5,977.01         | 952.85          | 5,024.16         | 115,209.68 |
| 8                  | 04/30/2022 | 5,977.01         | 913.04          | 5,063.97         | 110,145.71 |
| 9                  | 07/30/2022 | 5,977.01         | 872.90          | 5,104.11         | 105,041.60 |
| 10                 | 10/30/2022 | 5,977.01         | 832.45          | 5,144.56         | 99,897.04  |
| <b>2022 Totals</b> |            | <b>23,908.04</b> | <b>3,571.24</b> | <b>20,336.80</b> |            |
| 11                 | 01/30/2023 | 5,977.01         | 791.68          | 5,185.33         | 94,711.71  |
| 12                 | 04/30/2023 | 5,977.01         | 750.59          | 5,226.42         | 89,485.29  |
| 13                 | 07/30/2023 | 5,977.01         | 709.17          | 5,267.84         | 84,217.45  |
| 14                 | 10/30/2023 | 5,977.01         | 667.42          | 5,309.59         | 78,907.86  |
| <b>2023 Totals</b> |            | <b>23,908.04</b> | <b>2,918.86</b> | <b>20,989.18</b> |            |
| 15                 | 01/30/2024 | 5,977.01         | 625.34          | 5,351.67         | 73,556.19  |
| 16                 | 04/30/2024 | 5,977.01         | 582.93          | 5,394.08         | 68,162.11  |
| 17                 | 07/30/2024 | 5,977.01         | 540.18          | 5,436.83         | 62,725.28  |
| 18                 | 10/30/2024 | 5,977.01         | 497.10          | 5,479.91         | 57,245.37  |
| <b>2024 Totals</b> |            | <b>23,908.04</b> | <b>2,245.55</b> | <b>21,662.49</b> |            |
| 19                 | 01/30/2025 | 5,977.01         | 453.67          | 5,523.34         | 51,722.03  |
| 20                 | 04/30/2025 | 5,977.01         | 409.90          | 5,567.11         | 46,154.92  |
| 21                 | 07/30/2025 | 5,977.01         | 365.78          | 5,611.23         | 40,543.69  |
| 22                 | 10/30/2025 | 5,977.01         | 321.31          | 5,655.70         | 34,887.99  |

|                     |                   |                  |                   |           |
|---------------------|-------------------|------------------|-------------------|-----------|
| <b>2025 Totals</b>  | <b>23,908.04</b>  | <b>1,550.66</b>  | <b>22,357.38</b>  |           |
| 23 01/30/2026       | 5,977.01          | 276.49           | 5,700.52          | 29,187.47 |
| 24 04/30/2026       | 5,977.01          | 231.31           | 5,745.70          | 23,441.77 |
| 25 07/30/2026       | 5,977.01          | 185.78           | 5,791.23          | 17,650.54 |
| 26 10/30/2026       | 5,977.01          | 139.88           | 5,837.13          | 11,813.41 |
| <b>2026 Totals</b>  | <b>23,908.04</b>  | <b>833.46</b>    | <b>23,074.58</b>  |           |
| 27 01/30/2027       | 5,977.01          | 93.62            | 5,883.39          | 5,930.02  |
| 28 04/30/2027       | 5,977.01          | 46.99            | 5,930.02          | 0.00      |
| <b>2027 Totals</b>  | <b>11,954.02</b>  | <b>140.61</b>    | <b>11,813.41</b>  |           |
| <b>Grand Totals</b> | <b>167,356.28</b> | <b>17,796.28</b> | <b>149,560.00</b> |           |

| <b>ANNUAL PERCENTAGE RATE</b>             | <b>FINANCE CHARGE</b>                       | <b>Amount Financed</b>                                  | <b>Total of Payments</b>   |
|---|---|---|--|
| The cost of your credit as a yearly rate. | The dollar amount the credit will cost you. | The amount of credit provided to you or on your behalf. | The amount you will have paid after you have made all payments as scheduled. |
| <b>3.170%</b>                             | <b>\$17,796.28</b>                          | <b>\$149,560.00</b>                                     | <b>\$167,356.28</b>  |

**SCHEDULE C**

**APPROPRIATION CERTIFICATE**

Re: Master Lease dated June, 22, 2001 and Lease Supplement (the "Lease Supplement") dated \_\_\_\_\_, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Perry (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: \_\_\_\_\_

**City of Perry**

***Signed by:*** \_\_\_\_\_

***Print Name:*** \_\_\_\_\_

***Title:*** \_\_\_\_\_

***Attested By:*** \_\_\_\_\_

***Print Name:*** \_\_\_\_\_

***Title:*** \_\_\_\_\_

(SEAL)

**INSTRUCTIONS:**

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.



**SCHEDULE D**  
**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
▶ See separate instructions.

**Caution: If the issue price is under \$100,000, use Form 8038-GC.**

**Part I Reporting Authority**

If Amended Return, check here

|   |            |   |  |
|---|------------|---|--|
| <b>1</b> Issuer's name<br>City of Perry   |            | <b>2</b> Issuer's employer identification number (EIN)<br>58-6000639                    |  |
| <b>3a</b> Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)   |            | <b>3b</b> Telephone number of other person shown on 3a                                  |  |
| <b>4</b> Number and street (or P.O. box if mail is not delivered to street address)<br>P.O. Box 2030  | Room/suite | <b>5</b> Report number (For IRS Use Only)<br>3  |  |
| <b>6</b> City, town, or post office, state, and ZIP code<br>Perry, GA 31069   |            | <b>7</b> Date of issue  |  |
| <b>8</b> Name of issue<br>City of Perry / GMA Essential Equipment Lease-Purchase  |            | <b>9</b> CUSIP number<br>None   |  |
| <b>10a</b> Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)<br>Ms. Brenda King, Director of Administration |            | <b>10b</b> Telephone number of officer or other employee shown on 10a<br>(912) 988-2712 |  |

**Part II Type of Issue (enter the issue price). See the instructions and attach schedule.**

|  |  |           |                                     |
|--|--|-----------|-------------------------------------|
| <b>11</b> Education  |  | <b>11</b> |                                     |
| <b>12</b> Health and hospital  |  | <b>12</b> |                                     |
| <b>13</b> Transportation   |  | <b>13</b> |                                     |
| <b>14</b> Public safety  |  | <b>14</b> | \$149,560.00                        |
| <b>15</b> Environment (including sewage bonds)                                     |  | <b>15</b> |                                     |
| <b>16</b> Housing  |  | <b>16</b> |                                     |
| <b>17</b> Utilities  |  | <b>17</b> |                                     |
| <b>18</b> Other. Describe ▶ Solid Waste Vehicle                                    |  | <b>18</b> |                                     |
| <b>19</b> If obligations are TANs or RANs, check only box 19a                      |  |           |                                     |
| If obligations are BANs, check only box 19b  |  |           |                                     |
| <b>20</b> If obligations are in the form of a lease or installment sale, check box |  |           | <input checked="" type="checkbox"/> |

**Part III Description of Obligations. Complete for the entire issue for which this form is being filed.**

|           | (a) Final maturity date | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
|-----------|-------------------------|-----------------|---|-------------------------------|-----------|
| <b>21</b> |                         | \$ 149,560.00   | \$ N/A                                  | years                         | %         |

**Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)**

|  |    |           |              |
|--|----|-----------|--------------|
| <b>22</b> Proceeds used for accrued interest   |    | <b>22</b> |              |
| <b>23</b> Issue price of entire issue (enter amount from line 21, column (b))                      |    | <b>23</b> | \$149,560.00 |
| <b>24</b> Proceeds used for bond issuance costs (including underwriters' discount)                 | 24 | 0         | 00           |
| <b>25</b> Proceeds used for credit enhancement   | 25 |           |              |
| <b>26</b> Proceeds allocated to reasonably required reserve or replacement fund                    | 26 |           |              |
| <b>27</b> Proceeds used to currently refund prior issues   | 27 |           |              |
| <b>28</b> Proceeds used to advance refund prior issues   | 28 |           |              |
| <b>29</b> Total (add lines 24 through 28)  |    | 29        | 0 00         |
| <b>30</b> Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) |    | 30        | \$149,560.00 |

**Part V Description of Refunded Bonds. Complete this part only for refunding bonds.**

|   |   |             |
|---|---|-------------|
| <b>31</b> Enter the remaining weighted average maturity of the bonds to be currently refunded | ▶ | _____ years |
| <b>32</b> Enter the remaining weighted average maturity of the bonds to be advance refunded   | ▶ | _____ years |
| <b>33</b> Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)         | ▶ | _____       |
| <b>34</b> Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)                       | ▶ | _____       |

For Paperwork Reduction Act Notice, see separate instructions.

**Part VI Miscellaneous**

|            |  |            |                                     |
|------------|--|------------|-------------------------------------|
| <b>35</b>  | Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .  | <b>35</b>  |                                     |
| <b>36a</b> | Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .   | <b>36a</b> |                                     |
| <b>b</b>   | Enter the final maturity date of the GIC ▶ _____   |            |                                     |
| <b>c</b>   | Enter the name of the GIC provider ▶ _____   |            |                                     |
| <b>37</b>  | Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .  | <b>37</b>  |                                     |
| <b>38a</b> | If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:  |            |                                     |
| <b>b</b>   | Enter the date of the master pool obligation ▶ _____   |            |                                     |
| <b>c</b>   | Enter the EIN of the issuer of the master pool obligation ▶ _____  |            |                                     |
| <b>d</b>   | Enter the name of the issuer of the master pool obligation ▶ _____   |            |                                     |
| <b>39</b>  | If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .  |            | <input checked="" type="checkbox"/> |
| <b>40</b>  | If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .  |            | <input type="checkbox"/>            |
| <b>41a</b> | If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:   |            |                                     |
| <b>b</b>   | Name of hedge provider ▶ _____   |            |                                     |
| <b>c</b>   | Type of hedge ▶ _____  |            |                                     |
| <b>d</b>   | Term of hedge ▶ _____  |            |                                     |
| <b>42</b>  | If the issuer has superintegrated the hedge, check box . . . . .   |            | <input type="checkbox"/>            |
| <b>43</b>  | If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . |            | <input type="checkbox"/>            |
| <b>44</b>  | If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .   |            | <input type="checkbox"/>            |
| <b>45a</b> | If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement . . . . . ▶ _____  |            |                                     |
| <b>b</b>   | Enter the date the official intent was adopted ▶ _____   |            |                                     |

|                               |   |  |                      |                    |   |
|-------------------------------|---|--|----------------------|--------------------|---|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |  |                      |                    |   |
|                               | ▶ _____<br>Signature of issuer's authorized representative  |  | _____ Date           |                    | ▶ _____<br>Type or print name and title         |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name  |  | Preparer's signature |                    | Date  |
|                               |   |  |                      |                    | Check <input type="checkbox"/> if self-employed |
|                               | Firm's name ▶ _____   |  |                      | Firm's EIN ▶ _____ |   |
|                               | Firm's address ▶ _____  |  |                      | Phone no. _____    |   |

**SCHEDULE F**

**ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES**

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND  
DIRECT AN OFFICER OF THE CITY  
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE  
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE  
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;  
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 22, 2001, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The \_\_\_\_\_ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Solid Waste Vehicle (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
  
2.  An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or  
  
*(check box if applicable)*  
  
 An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.
  
3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.
  
4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Perry, Georgia (the "City"), and that the foregoing is a true copy of the  Resolution or,  Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF WILSON

AFFIDAVIT OF LISA R. HEDGPETH

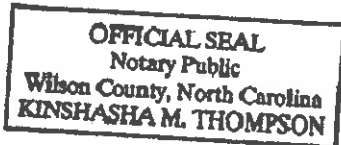
BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.
3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.

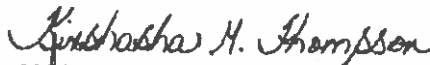


Lisa R. Hedgpeth, AVP  
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.



(Seal)



NOTARY PUBLIC

Printed Name: Kinshasha M. Thompson  
My Commission Expires: 10/1/2012



President  
Phil Best  
Mayor, Dublin

March 30, 2020

First Vice President  
Vince Williams  
Mayor, Union City

Ms. Brenda King  
Finance Director  
City of Perry  
P.O. Box 2030  
Perry, Georgia 31069

Second Vice President  
Jim Thornton  
Mayor, LaGrange

Third Vice President  
Julie Smith  
Mayor, Tifton

RE: Direct Installment Program

Immediate Past President  
Linda Blechinger  
Mayor, Auburn

Dear Ms. King:

Executive Director  
Larry H. Hanson

Please find enclosed the proposed lease supplement between your city and the Georgia Municipal Association. GMA will file all necessary forms including the state UCC-1 and federal 8038. **Please keep in mind the payment schedule (Schedule B) may change slightly depending on the closing date.**

Please return the documents and invoice to GMA by April 1, 2020 to guarantee the 1.76% interest rate. You may wish to send the documents by overnight courier to assure prompt delivery.

**PLEASE PAY CAREFUL ATTENTION TO SIGNATURES AND SEALS. OUR LENDERS WILL NOT PROCESS INCOMPLETE PAPERWORK. IF YOU ARE UNSURE ABOUT A DATE FIELD, LEAVE IT BLANK.**

If you have any questions, please contact me at (678) 686-6264.

Sincerely,

A handwritten signature in black ink that reads "Darin Jenkins".

Darin Jenkins  
Director of Financial Services

/DJ  
Enclosures

**DOCUMENT NOTES**

**LEASE SUPPLEMENT**

**NOTE: ON ALL PROPERTIES REQUIRING TITLE, A COPY OF THE MV - 1 APPLICATION LISTING GMA AS LIENHOLDER MUST ACCOMPANY LEASE DOCUMENTS.**

*Exhibit E - Lease Supplement:* Please complete requested information. Please also sign on the Lessee position, which is marked with the City's name. The City Clerk should attest this document.

*Exhibit E - Schedule A:* Please insert appropriate information as requested (i.e., add serial number, amount, or model number).

*Exhibit E- Schedule B:* No action is required for this schedule.

*Exhibit E- Schedule C:* Please date, sign, and have the City Clerk attest this document.

*Exhibit E- Schedule D:* IRS Form 8038: Please add the city's Tax I.D. number and sign at the bottom. GMA will complete this document at closing.

*Exhibit E- Schedule F: Resolution/Ordinance for Supplemental Lease:* Please add necessary information, date, and sign this document. The Resolution/Ordinance must be adopted at a regular council meeting at which the Mayor may designate the appropriate city officials to enter into subsequent leases for the appropriate amount. The City Clerk should sign and seal at the bottom of the page.

Please return the enclosed document and all attachments (i.e., clips, etc.) to:

Georgia Municipal Association  
Attention: Financial Services Program Manager  
P.O. Box 105377  
Atlanta, Georgia 30348

IF YOU HAVE ANY QUESTIONS OR SHOULD NEED ANY ASSISTANCE, PLEASE DO NOT HESITATE TO CALL THE FINANCIAL SERVICES PROGRAM MANAGER AT (888) 488-4462. LEASE DOCUMENTS MUST BE EXECUTED COMPLETELY AND CORRECTLY BEFORE ANY CHECKS WILL BE ISSUED BY THE SERVICING BANK.

Note: GMA's Lienholder Code is 10288896

**EXHIBIT "E"**  
**LEASE SUPPLEMENT**

THIS LEASE SUPPLEMENT (this "Lease Supplement") by and between GEORGIA MUNICIPAL ASSOCIATION, INC., a Georgia non-profit corporation ("Lessor") and the municipal corporation of the State of Georgia signing below ("Lessee"), is made and entered into the date of its execution by the Lessor.

RECITALS:

Lessor and Lessee have entered into a Master Lease (the "Master Lease") dated June 22, 2001, which provides for Lessor to lease to Lessee certain property (the "Property") to be specified in Lease Supplements to be executed and delivered by Lessor and Lessee from time to time; and

Lessor and Lessee are entering into this Lease Supplement pursuant to the Master Lease to specify the terms for the lease of certain Property.

LESSOR AND LESSEE HEREBY AGREE AS FOLLOWS:

1. **Definitions.** Unless a different meaning or intent is required by this Lease Supplement, the capitalized terms used in this Lease Supplement shall have the meanings set forth in the Master Lease.
2. **Property.** The Property described on the Property Schedule incorporated as Schedule A to this Lease Supplement is specified as the Property that initially is the subject hereof.
3. **Lease Payments.** The Rental Schedule, incorporated as Schedule B to this Lease Supplement describes the initial amounts and payment dates of the Rentals for the Lease, and the Purchase Price for the Property. The Termination Payment may become due and payable upon the circumstances described in Section 4.2 of the Master Lease.
4. **Term of Lease.** The Starting Term of the Lease of the Property shall begin on the date hereof (the "Starting Date") and end on December 31 of the same year. The Lease will be renewed for successive calendar year Renewal Terms (the "Renewal Terms"), and an Ending Term (the "Ending Term") commencing January 1 of the last calendar year appearing on the Rental Schedule, and ending on the date of the final payment shown on the Rental Schedule (the "Ending Date"), unless Lessee gives a Nonrenewal Notice or there occurs an Event of Nonappropriation, as provided in the Master Lease. The "Lease Term" is the period from the Starting Date to the Ending Date, subject to the earlier expiration or termination of the Lease as provided in the Master Lease.
5. **Agreements, Representations and Warranties.** Lessee represents, warrants and agrees as follows:
  - (a) Lessee's representations, warranties and agreements contained in the Master Lease are true, accurate, complete and effective as of the date hereof;
  - (b) *(this clause (b) applies only if this Lease is designated as a Bank-Qualified Lease below)* in order to enable Lessor to offer the interest rate contained in this Lease, Lessee represents and warrants that it has not issued, nor does it (taken together with the entities with which it must be aggregate pursuant to Section 265(b)(3)(E) of the Code) reasonably expect to issue (taking into account the Leases) more than \$10 million of tax-exempt obligations (other than private activity bonds) for the calendar year during which the Lease becomes effective; as provided in Code Section 265(b)(3)(B)(II), Lessee specifically designates the Lease as a "qualified tax-exempt obligation" as provided by Code Section 265(b)(3);
  - (c) Lessee will take no action that will directly or indirectly affects the deductibility of that portion of Lessor's interest expense allocable to this Lease;
  - (d) Lessee has made an available appropriation of and included in its current operating budget all Rentals for the Starting Term and the Termination Payment applicable to this Lease;

- (e) Unless Property funds are escrowed, Lessee has received, tested, and finally accepted the Property;
  - (f) The portion of the Rentals representing principal, when taken together with the principal portion outstanding under any other contract entered into by Lessee pursuant to the authority of O.C.G.A. § 36-60-13, together with the amount of debt outstanding incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Constitution of Georgia of 1983, as amended, does not exceed 10% of the assessed value of all taxable property within the jurisdictional limits of Lessee;
  - (g) The Property that is the subject hereof has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the calendar year in which this Lease is entered into for any of the four immediately preceding calendar years;
  - (h) If the Property subject to this Lease is real property: and unless the Property has been approved in the most recent referendum calling for the levy of a special county 1% sales and use tax pursuant to O.C.G.A. Tit. 48, Chapt. 8, Art. 3, Pt. 1, neither of the following has occurred:
    - (i) the average annual payments on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease, do not exceed 7.5% of the governmental fund revenues of Lessee for the last calendar year preceding the date of delivery of this Lease (provided, however, that there may be added to such governmental fund revenues any special county 1% sales and use tax proceeds collected pursuant to O.C.G.A. § 48-8-111 legally available to pay amounts on this Lease or such other contracts); and
    - (ii) the outstanding principal balance on the aggregate of all outstanding contracts entered into by Lessee for real property pursuant to the authority of O.C.G.A. § 36-60-13, including this Lease does not exceed \$25,000,000.00
  - (i) If the property subject to this Lease is real property, Lessee held a public hearing with respect to this Lease prior to the delivery of this Lease, notice of which hearing was published at least once in each of the two weeks preceding the week of the hearing in a newspaper of general circulation in the jurisdiction of Lessee.
  - (j) No Event of Default or Event of Nonappropriation has occurred with respect to any Lease entered into under the Master Lease.
6. Non-Arbitrage Certificate. The Property that is subject to the Lease has not been and is not expected to be sold or otherwise disposed of in whole or in part prior to the Ending Date. Monies appropriated for the payment of amounts under the Lease will be paid from Lessee's general fund and will not be pledged for the Lease or be otherwise separately identified or accounted for (unless the Lease is to be paid from sales tax receipts). Lessee has not been notified of any listing of it by the Internal Revenue Service as an issuer that may not certify its obligations. No proceeds or "gross proceeds" of the Lease are expected to be invested prior to an allocation for governmental use, unless an Escrow Agreement has been entered into in connection with this Lease. The proceeds of the Lease will not be used in a manner and no other action will be taken or omitted that would cause the Lease to be an "arbitrage bond" under Section 148 or a "private activity bond" under Section 141 of the Internal Revenue Code of 1986, as amended and the regulations promulgated under that Section.
7. Quitclaim. At the outset of this Lease, the Lessee does hereby assign, transfer, convey and quitclaim to Georgia Municipal Association, Inc. ("Lessor") such ownership interests as it may possess, if any, in and to the "Property," as is necessary to permit the Property to be leased by Lessor to Lessee pursuant to the terms of this Lease Supplement and the Master Lease in accordance with their terms. Pursuant to Section 2.2 of the Master Lease, Lessor further transfers title to Lessee to the extent provided therein, and Lessee accepts such transfer in accordance with such Section 2.2. This quitclaim is given in consideration of the advance by or on behalf of the Lessor of the purchase price of the Property and the undertaking of the Lessor represented by this Lease Supplement.
8. Active Municipality. The Lessee certifies that it does, and expects to continue (a) providing at least three of the following services, either directly or by contract: law enforcement; fire protection (which may be furnished by a volunteer fire force) and fire safety; road and street construction or maintenance; solid waste management; water supply or distribution or both; waste-water treatment; storm-water collection and disposal; electric or gas utility services; enforcement of building, housing, plumbing, and electrical codes and other similar codes; planning and zoning; recreational facilities; (b) holding at least six regular,



monthly or bimonthly, officially recorded public meetings each year; and (c) qualifying for and holds a regular municipal election as provided by law.

9. Effect of Lease Supplement. This Lease Supplement is intended as a separate Lease of the items of Property described in this Lease Supplement pursuant to the Master Lease. The terms, conditions and provisions of the Master Lease are hereby incorporated in this Lease Supplement to the same extent as if fully set forth in this Lease Supplement in this place, except to the extent expressly amended or modified by this Lease Supplement. The owner of Lessor's interest in this Lease shall have all rights, powers and remedies of Lessor with respect to this Lease under the Master Lease. This Lease Supplement may be executed in multiple counterparts, each of which shall constitute an original. This Lease Supplement shall be effective only upon the due completion and execution of the Schedules listed below and the delivery thereof to the Servicer.

10. Bank-Qualified or Non-Bank-Qualified.

The Lease under this Lease Supplement is a Non-Bank-Qualified Lease;

OR: (Check 1 box)

The Lease under this Lease Supplement is a Bank-Qualified Lease and Lessee has designated the Lease under the Lease Supplement as a "qualified tax-exempt obligation" under Section 265(b)(3) of the Code. The Lessee and its subordinate entities, and the entities that issue obligations on behalf of Lessee have not issued other tax-exempt obligations (other than private activity bonds, except Qualified 501(c)(3) Bonds) in the current calendar year, and Lessee does not expect that it and such other entities will issue such tax-exempt obligations such that all of such obligations, taken together with the Lease Amount under the Lease Supplement, would exceed \$10,000,000 in such calendar year. The only tax-exempt obligations issued or expected to be issued in the current calendar year by such parties are as follows (type title, date and amount):

|     | TITLE | DATE  | AMOUNT |
|-----|-------|-------|--------|
| (1) | _____ | _____ | _____  |
| (2) | _____ | _____ | _____  |

11. Payments Direction. Lessee authorizes and directs the Servicer under this Lease Supplement to pay the vendors of the Property as indicated below:

| <u>NAME AND ADDRESS OF VENDOR</u> | <u>INVOICE #</u><br>(attach invoices)<br>Enclosed | <u>AMOUNT</u> |
|-----------------------------------|---|---------------|
| Truist Project Account            |   | \$446,009.72  |

(Should Lessee have previously paid vendor, or require another means of payment to the Vendor, it should attach a request for an alternate payment method with a full explanation and, if applicable, proof of payment to the vendor.)

12. Assignee and Servicer. Lessor has assigned its rights and interests in the Lease to Truist Bank, which shall serve as Servicer for the Lease, and Lessee shall make payments to such Servicer.

13. Schedules. Lessee hereby delivers to Lessor and its assigns the completed, executed and effective Schedules C, D, and F, described below.

This Lease Supplement is dated: \_\_\_\_\_.

**IN WITNESS WHEREOF,** Lessor and Lessee have caused this Lease Supplement to be duly executed.

**LESSEE:**  
(SEAL)

**City of Perry**

**Signed By:**

\_\_\_\_\_  
City Manager or Mayor

**Print Name:**

**Attested By:**

\_\_\_\_\_  
City Clerk

**Print Name:**

**Date:**

**LESSOR:**  
(SEAL)

**GEORGIA MUNICIPAL ASSOCIATION, INC.**

**Signed By:**

\_\_\_\_\_  
**Executive Director**

**Attested By:**

\_\_\_\_\_  
**Financial Services Program Manager**

**Date of Execution:**

**Schedules Hereto:**

- A. Property Schedule**
- B. Rental Schedule**
- C. Appropriation Certificate Form**
- D. Form 8038G or 8038GC**
- E. Form UCC-1 (If included)**
- F. Ordinance/Resolution for Lease Supplement**
- G. Assignment and Transfer of Lease Supplement  
(Schedule G will be completed by GMA)**

**SCHEDULE A**  
**PROPERTY SCHEDULE**

| <u>DESCRIPTION OF PROPERTY</u> | <u>IDENTIFICATION OR VIN NUMBER</u> | <u>AMOUNT FINANCED</u> |
|--------------------------------|-------------------------------------|------------------------|
| Various vehicles               |                                     | \$446,009.72           |

City of Perry, Georgia  
 GMA Lease Purchase - Various Vehicles  
 Sample Payment Schedule  
 Four (4) Years; Quarterly Payments in Arrears

Nominal Annual Rate: 1.760%

**TValue Amortization Schedule - Normal, 360 Day Year**

|                     | Date       | Payment           | Interest         | Principal         | Balance    |
|---------------------|------------|-------------------|------------------|-------------------|------------|
| Loan                | 04/30/2020 |                   |                  |                   | 446,009.72 |
| 1                   | 07/30/2020 | 28,929.60         | 1,962.44         | 26,967.16         | 419,042.56 |
| 2                   | 10/30/2020 | 28,929.60         | 1,843.79         | 27,085.81         | 391,956.75 |
| <b>2020 Totals</b>  |            | <b>57,859.20</b>  | <b>3,806.23</b>  | <b>54,052.97</b>  |            |
| 3                   | 01/30/2021 | 28,929.60         | 1,724.61         | 27,204.99         | 364,751.76 |
| 4                   | 04/30/2021 | 28,929.60         | 1,604.91         | 27,324.69         | 337,427.07 |
| 5                   | 07/30/2021 | 28,929.60         | 1,484.68         | 27,444.92         | 309,982.15 |
| 6                   | 10/30/2021 | 28,929.60         | 1,363.92         | 27,565.68         | 282,416.47 |
| <b>2021 Totals</b>  |            | <b>115,718.40</b> | <b>6,178.12</b>  | <b>109,540.28</b> |            |
| 7                   | 01/30/2022 | 28,929.60         | 1,242.63         | 27,686.97         | 254,729.50 |
| 8                   | 04/30/2022 | 28,929.60         | 1,120.81         | 27,808.79         | 226,920.71 |
| 9                   | 07/30/2022 | 28,929.60         | 998.45           | 27,931.15         | 198,989.56 |
| 10                  | 10/30/2022 | 28,929.60         | 875.55           | 28,054.05         | 170,935.51 |
| <b>2022 Totals</b>  |            | <b>115,718.40</b> | <b>4,237.44</b>  | <b>111,480.96</b> |            |
| 11                  | 01/30/2023 | 28,929.60         | 752.12           | 28,177.48         | 142,758.03 |
| 12                  | 04/30/2023 | 28,929.60         | 628.14           | 28,301.46         | 114,456.57 |
| 13                  | 07/30/2023 | 28,929.60         | 503.61           | 28,425.99         | 86,030.58  |
| 14                  | 10/30/2023 | 28,929.60         | 378.53           | 28,551.07         | 57,479.51  |
| <b>2023 Totals</b>  |            | <b>115,718.40</b> | <b>2,262.40</b>  | <b>113,456.00</b> |            |
| 15                  | 01/30/2024 | 28,929.60         | 252.91           | 28,676.69         | 28,802.82  |
| 16                  | 04/30/2024 | 28,929.60         | 126.78           | 28,802.82         | 0.00       |
| <b>2024 Totals</b>  |            | <b>57,859.20</b>  | <b>379.69</b>    | <b>57,479.51</b>  |            |
| <b>Grand Totals</b> |            | <b>462,873.60</b> | <b>16,863.88</b> | <b>446,009.72</b> |            |

| <b>ANNUAL PERCENTAGE RATE</b> | <b>FINANCE CHARGE</b> | <b>Amount Financed</b>           | <b>Total of Payments</b>      |
|-------------------------------|-----------------------|----------------------------------|-------------------------------|
|                               | The dollar amount the | The amount of credit provided to | The amount you will have paid |

|   |                       |                        |  |
|---|-----------------------|------------------------|--|
| The cost of your credit as a yearly rate. | credit will cost you. | you or on your behalf. | after you have made all payments as scheduled. |
| <b>1.760%</b>                             | <b>\$16,863.88</b>    | <b>\$446,009.72</b>    | <b>\$462,873.60</b>                            |

**SCHEDULE C**

**APPROPRIATION CERTIFICATE**

Re: Master Lease dated June, 22, 2001 and Lease Supplement (the "Lease Supplement") dated \_\_\_\_\_, between Lessee and Georgia Municipal Association, Inc.

The undersigned officers of the City of Perry (the "Lessee") hereby certify that all Rentals and the Termination Payment under the referenced Lease Supplement, for the current fiscal year are within such Lessee's operating budget or budgets for such year and an appropriation of funds for such year has been made for such purpose and is available therefore.

Dated: \_\_\_\_\_

**City of Perry**

**Signed by:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Attested By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

(SEAL)

**INSTRUCTIONS:**

1. To be given at the time of signing a Lease Supplement and within 30 days of the adoption of each annual budget.
2. Complete a separate certificate for each Lease Supplement in effect.

**SCHEDULE D**  
**Information Return for Tax-Exempt Governmental Obligations**

▶ Under Internal Revenue Code section 149(e)  
 ▶ See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

| Part I Reporting Authority  |            | If Amended Return, check here <input type="checkbox"/>                                  |
|---|------------|---|
| 1 Issuer's name<br><b>City of Perry</b>   |            | 2 Issuer's employer identification number (EIN)<br><b>58-6000639</b>                    |
| 3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)  |            | 3b Telephone number of other person shown on 3a   |
| 4 Number and street (or P.O. box if mail is not delivered to street address)<br><b>P.O. Box 2030</b>  | Room/suite | 5 Report number (For IRS Use Only)<br><b>3</b>  |
| 6 City, town, or post office, state, and ZIP code<br><b>Perry, GA 31069</b>   |            | 7 Date of issue   |
| 8 Name of issue<br><b>City of Perry / GMA Essential Equipment Lease-Purchase</b>  |            | 9 CUSIP number<br><b>None</b>   |
| 10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)<br><b>Ms. Brenda King, Finance Director</b> |            | 10b Telephone number of officer or other employee shown on 10a<br><b>(912) 987-1911</b> |

| Part II Type of Issue (enter the issue price). See the instructions and attach schedule.                        |                 |
|---|-----------------|
| 11 Education  | 11              |
| 12 Health and hospital  | 12              |
| 13 Transportation   | 13              |
| 14 Public safety  | 14 \$446,009.72 |
| 15 Environment (including sewage bonds)   | 15              |
| 16 Housing  | 16              |
| 17 Utilities  | 17              |
| 18 Other. Describe ▶ <u>Various vehicles</u>  | 18              |
| 19 If obligations are TANs or RANs, check only box 19a <input type="checkbox"/>                                 |                 |
| If obligations are BANs, check only box 19b <input type="checkbox"/>  |                 |
| 20 If obligations are in the form of a lease or installment sale, check box <input checked="" type="checkbox"/> |                 |

| Part III Description of Obligations. Complete for the entire issue for which this form is being filed. |                 |   |                               |           |
|--|-----------------|---|-------------------------------|-----------|
| (a) Final maturity date  | (b) Issue price | (c) Stated redemption price at maturity | (d) Weighted average maturity | (e) Yield |
| 21   | \$ 446,009.72   | N/A                                     | years                         | %         |

| Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)                   |    |              |    |  |
|---|----|--------------|----|--|
| 22 Proceeds used for accrued interest   | 22 |              |    |  |
| 23 Issue price of entire issue (enter amount from line 21, column (b))                      | 23 | \$446,009.72 |    |  |
| 24 Proceeds used for bond issuance costs (including underwriters' discount)                 | 24 | 0            | 00 |  |
| 25 Proceeds used for credit enhancement   | 25 |              |    |  |
| 26 Proceeds allocated to reasonably required reserve or replacement fund                    | 26 |              |    |  |
| 27 Proceeds used to currently refund prior issues   | 27 |              |    |  |
| 28 Proceeds used to advance refund prior issues   | 28 |              |    |  |
| 29 Total (add lines 24 through 28)  | 29 | 0            | 00 |  |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 30 | \$446,009.72 |    |  |

| Part V Description of Refunded Bonds. Complete this part only for refunding bonds.     |             |
|--|-------------|
| 31 Enter the remaining weighted average maturity of the bonds to be currently refunded | _____ years |
| 32 Enter the remaining weighted average maturity of the bonds to be advance refunded   | _____ years |
| 33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)         | _____       |
| 34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)                       | _____       |

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2011)



**Part VI Miscellaneous**

- |     |  |  |
|-----|--|--|
| 35  |  |  |
| 36a |  |  |
| 37  |  |  |
- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . .
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions) . . . . .
- b** Enter the final maturity date of the GIC ▶ \_\_\_\_\_
- c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . .
- 36a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box  and enter the following information:
- b** Enter the date of the master pool obligation ▶ \_\_\_\_\_
- c** Enter the EIN of the issuer of the master pool obligation ▶ \_\_\_\_\_
- d** Enter the name of the issuer of the master pool obligation ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . .
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . .
- 41a** If the issuer has identified a hedge, check here  and enter the following information:
- b** Name of hedge provider ▶ \_\_\_\_\_
- c** Type of hedge ▶ \_\_\_\_\_
- d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . .
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . .
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . .
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
- b** Enter the date the official intent was adopted ▶ \_\_\_\_\_

|                               |   |                      |                    |  |
|-------------------------------|---|----------------------|--------------------|--|
| <b>Signature and Consent</b>  | Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above. |                      |                    |  |
|                               | ▶ _____<br>Signature of issuer's authorized representative  |                      | ▶ _____<br>Date    |  |
|                               | ▶ _____<br>Type or print name and title   |                      |                    |  |
| <b>Paid Preparer Use Only</b> | Print/Type preparer's name  | Preparer's signature | Date               | Check <input type="checkbox"/> if self-employed PTIN |
|                               | Firm's name ▶ _____   |                      | Firm's EIN ▶ _____ |  |
|                               | Firm's address ▶ _____  |                      | Phone no. _____    |  |

**SCHEDULE F**

**ORDINANCE/RESOLUTION FOR SUPPLEMENTAL LEASES**

A RESOLUTION OR ORDINANCE TO AUTHORIZE AND  
DIRECT AN OFFICER OF THE CITY  
TO EXECUTE ONE OR MORE LEASE SUPPLEMENTS FOR A LEASE  
OR LEASES UNDER THE GMA DIRECT LEASING PROGRAM; TO DESIGNATE  
SUCH LEASES AS QUALIFIED TAX-EXEMPT OBLIGATIONS;  
TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the City has entered into a Master Lease (the "Master Lease") dated as of June, 22, 2001, with Georgia Municipal Association, Inc. for the leasing from time to time of certain equipment, machinery or other personal property pursuant to Supplemental Leases;

NOW THEREFORE, BE IT RESOLVED OR ORDAINED AS FOLLOWS BY THE GOVERNING BODY OF THE CITY:

1. The \_\_\_\_\_ of the City is hereby authorized and directed to execute and deliver a Lease Supplement pursuant to the Master Lease to put into effect one or more leases for Various vehicles (the "Leased Property"); said officer of the City is authorized and directed in the name and on behalf of the City to execute and deliver (i) one or more Lease Supplements for items of the Leased Property in substantially the form attached to the Master Lease, with such changes and additions as may be approved by said officer, and (ii) such other documents as may be deemed by such officer to be necessary or desirable to effect the purposes hereof or of the Master Lease, and such execution shall constitute conclusive evidence that the executed document has been authorized and approved hereby; the aforesaid officer is further authorized to do all things necessary or appropriate to effectuate the purposes hereof.
  
2.  An appropriation in the City's current operating budget has previously been made, which shall be sufficient to pay the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements; or  
  
*(check box if applicable)*  
  
 An appropriation from unappropriated and unreserved funds in the City's current operating budget is hereby made for the "Rentals" and the "Termination Payment" during the "Starting Term" under such Lease Supplements, and the budget of the City is hereby amended to reflect such appropriation to the extent necessary.
  
3. The lease or leases contemplated by the said Lease Supplements are hereby designated "Qualified Tax-Exempt Obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, and said officer shall be authorized to confirm such designation by execution of appropriate documents in connection therewith.
  
4. This authorization shall be effective immediately.

CLERK'S CERTIFICATE

The undersigned hereby certifies that he or she is the Clerk of the City of Perry, Georgia (the "City"), and that the foregoing is a true copy of the  Resolution or,  Ordinance [Check One] adopted by the governing body of the City at a meeting duly held on the \_\_\_\_\_, 20\_\_\_\_, at which a quorum was present and acting throughout, and that the same has not been rescinded or modified and is now in full force and effect. Given under the seal of the City, this \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_  
City Clerk

STATE OF NORTH CAROLINA  
COUNTY OF WILSON

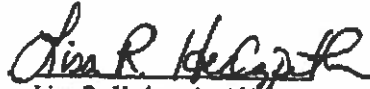
AFFIDAVIT OF LISA R. HEDGPETH

BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").

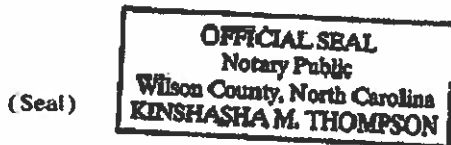
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing business with the jurisdiction shall not knowingly hire for employment, employ or continue to employ an unauthorized alien.

3. To that end, I attest that BB&T has enrolled in the E-Verify program. BB&T's Identification Number is 53929.



Lisa R. Hedgpeth, AVP  
Branch Banking and Trust Company

SWORN TO AND SUBSCRIBED BEFORE ME, this the 6 day of April 2012.



NOTARY PUBLIC  
Printed Name: Kinshasha M. Thompson  
My Commission Expires: 10/21/2012