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April 20, 2021

COUNCIL AGENDA
PERRY EVENTS CENTER
1121 MACON ROAD, PERRY, GA 31069

6:00 PM

To join the meeting by Facebook: Use this URL - facebook.com/cityofperryga
This will allow you to view and hear the meeting.

1. Call to Order: Mayor Randall Walker, Presiding Officer.
2. Roll:
3. Invocation and Pledge of Allegiance to the Flag: Mayor Randall Walker
4. Moment of Remembrance of Mr. Alando Bray – Mayor Randall Walker.
5. Recognition(s)/Presentation(s):
 - 5a. Recognition of Squad 4 – Mr. L. Gilmour.
 - 5b. Introduction of Assistant Fire Chief Kirk Crumpton, Fire Training Chief Charles Mundy, and Fire Prevention Chief Ephraim Wheeler - Chief L. Parker.
6. Community Partner(s) Update(s):
7. Citizens with Input.
8. Review of Minutes: Mayor Randall Walker
 - 8a. Council's Consideration – Minutes of the April 5, 2021 work session, April 6, 2021 pre council meeting, and April 6, 2021 council meeting.
9. Old Business:
 - 9a. Ordinance(s) for Second Reading(s) and Adoption:
 1. **Second Reading** of a text amendment to clarify Secs. 5-1, 5-2, 6-6.3, and 6-10.1; revise Table 5-1-2; add setbacks for accessory structures in Table 5-1-3; and rename as Table 5-2-1; revise and add building heights in Sec. 5-5; and exempt industrial developments from certain landscape and tree preservation requirements in Secs. 6-3.1 and 6-4.1 – Mr. B. Wood.
 2. **Second Reading** of an ordinance establishing the Court Technology

Fee and Uses – Ms. B. Newby.

10. Any Other Old Business: Mayor Randall Walker
 - 10a. Mayor Randall Walker
 - 10b. Council Members
 - 10c. City Attorney Brooke Newby
 - 10d. City Manager Lee Gilmour
 - 10e. Assistant City Manager Robert Smith

11. New Business: Mayor Randall Walker
 - 11a. Matters referred from April 19, 2021 work session, and April 20, 2021 pre council meeting.

 - 11b. Resolution(s) for Consideration and Adoption:
 1. 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.

 2. Resolution authorizing the Mayor and Clerk to execute a supplemental lease and project fund agreement to provide financing for purchase of a knuckleboom truck – Ms. B. King.

12. Council Members Items:

13. Department Heads/Staff Items.

14. General Public Items:

15. Mayor Items:

16. Adjourn.

**MINUTES
WORK SESSION
OF THE PERRY CITY COUNCIL
April 5, 2021
5:00 P.M.**

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the work session meeting held on April 5, 2021, at 5:00 p.m.

2. Roll:

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

Elected Officials Absent: None.

Staff: City Manager Lee Gilmour, City Attorney Brooke Newby, and Recording Clerk Joni Ary.

City Departmental Staffing: Chief Lee Parker – Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Brenda King – Director of Administration, Mitchell Worthington – Finance Director, Bryan Wood – Director of Community Development, Tabitha Clark – Communications Administrator, Ashley Hardin – Economic Development Administrator, Ansley Fitzner – Public Works Superintendent, Sedrick Swan – Director of Leisure Services, and Annie Warren – City Clerk.

Press: Amira Bevill – Houston Home Journal
Libby Hobbs – Houston Home Journal

Guest (s): Chip Anderson – ESG Operations, Inc.

3. Items of Review/Discussion: Mayor Randall Walker

3a. Office of the Mayor.

1. State of the City presentation: Mayor Walker reviewed with the Council the draft presentation for the State of the City and asked for any feedback and/or comments for the presentation. Mayor Pro Tempore Jones suggested including more information about which offices will be located in the new City Hall and Administrative building and how space will be utilized. Council Member Peterson suggested not only posting the State of the City presentation on the City's website but also mail it out to the citizens.

3b. Department of Public Works.

1. Recommendation for a facilities security vendor. Ms. Fitzner reviewed with Council the City's current facility security vendors and what issues we are experiencing. Staff is currently having to manually lock and unlock restroom doors every day, and when there is a loss of power doors are not resetting. The staff's recommendation is to change the City facilities to Convergent Technologies. With Council's concurrence to proceed with Convergent Technologies, the next step will be to establish a sole-source partnership utilizing the State contract with Convergent and develop a Phase 1 for installation based on facility priorities. Council concurred to proceed as outlined.

3c. Department of Leisure Services.

1. Proposal to install ice vending machines at destination parks. Mr. Swan reviewed with Council the proposal sites at the destination parks for ice vending machines. Mr. Swan stated that the City will provide the utilities for the ice vending machine sites and would enter into an agreement with the vendors. The sites proposed are two locations at Rozar Park and two locations at Creekwood Park. Mr. Swan stated if Council concurs he will gather more information and report back to Council his findings. Council concurred to proceed.

3d. Office of the City Manager.

1. Schedule a town hall meeting for citizen input for the next phase of Pine Needle Park: Mr. Gilmour recommended scheduling a town hall meeting for citizen's input on the next phase of Pine Needle Park. The meeting will be held at the Cherokee Pines Country Club facility. Mr. Gilmour suggested having the meeting in late May, early June. Council concurred to schedule a town hall meeting for citizen's input relative to the next phase of Pine Needle Park.
2. Neighborhood Parks. Mr. Gilmour recommended establishing a process for acquiring neighborhood park space. The recommended process would be approximately an acre size pocket park for every 250 single-family detached houses. This would not be a requirement for developers but a partnership with the City and developers. The City would purchase the site and Community Development would monitor the process. Council concurred to proceed.
3. Infrastructure Assessment. Mr. Gilmour reviewed with Council the infrastructure assessment for the City. Mr. Gilmour stated that due to what happened in the State of Texas, the City has reviewed its infrastructure. The City's infrastructure is well-positioned to endure extreme weather. To ensure operational continuity, it is recommended that the City purchase two backup generators for two locations in the City, city well #3 located on Hwy 341 and Tucker Road Water Treatment Facility. The funding would come

from the water/sewer fund. Council concurred to proceed with the bidding process for the two backup generators.

3e. Perry Police Department.

1. Request for a fee waiver relative to the Trust Initiative Record Restriction event held on April 24, 2021. Chief Lynn reviewed a request for a fee waiver for the record restriction event to be held on April 24, 2021. This event is for anyone charged that was not convicted and certain misdemeanors to assist in having their records expunged. Chief Lynn stated if Council concurs to waive the fee for the expungement of the record. Council concurred to waive the fee relative to the trust initiative record restriction event.

4. Council Member Items:

Mayor Pro Tempore Jones and Council Members King, Hunt, and Albritton had no reports.

Council Member Bynum-Grace thanked Council for approving the fee waiver, this event has been in the works for almost two years.

Council Member Petterson asked that the information be put out to all citizens relative to interest in the City's Boards and Commissions. To create interest and information for all citizens about what is going on in the City and what is available. The information can be posted on the City's website and sent in the citizen's utility bills.

5. Department Head/Staff Items:

Ms. Clark commended Leisure Services on the Special Needs Community Egg Hunt on Saturday, April 3, 2021. It was a great and well-attended event and have had positive feedback from the event.

Mr. Swan stated that the Special Needs Community Egg Hunt was a great event. Leisure Services is currently having baseball and soccer events.

Ms. Fitzner stated that Spring Clean-Up Week begins April 26th – 30th, 2021.

Ms. Hardin stated that she has a potential buyer for the East Gate Shopping property, this parcel is part of the new opportunity zone. Ms. Hardin asked about any incentives for the potential buyer. Ms. Hardin stated that at this time, the buyer did not have any set concepts for the property. Mayor Walker and Council concurred that at this time, they are not prepared to make any commitment for the potential buyer. Mr. Gilmour stated he will work with Council to set criteria for incentives.

Mayor Walker

- Work Session April 19, 2021, at 5:00 pm
- Pre-Council April 20, 2021, at 5:00 pm
- Council Meeting April 20, 2021, at 6:00 pm

6. Adjourn. There being no further business to come before Council in the work session held on April 5, 2021, Council Member Hunt motioned to adjourn the meeting at 6:59 p.m. Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

MINUTES
PRE COUNCIL MEETING
OF THE PERRY CITY COUNCIL
April 6, 2021
5:00 P.M.

1. Call to Order: Mayor Randall Walker, Presiding Officer, called to order the pre council meeting held April 6, 2021 at 5:00 p.m.

2. Roll:

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

Elected Official Absent: none

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

Departmental Staffing: Brenda King - Director of Administration, Bryan Wood – Director of Community Development, Mitchell Worthington – Finance Director, Chief Lee Parker - Fire and Emergency Services Department, Chief Steve Lynn – Perry Police Department, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Tabitha Clark – Communications Administrator, and Jazmin Thomas – Downtown Manager.

Media: Amira Bevill – Houston Home Journal

Guest(s): none

3. Items of Review/Discussion: Mayor Randall Walker

3a. Discussion of April 6, 2021 council meeting agenda.

4a. Introduction of Officer Antonio Scott. Chief Lynn will introduce Officer Antonio Scott to Mayor and Council.

5a. Appointment of Mr. Curtis George to the Downtown Development Authority of the City of Perry. Ms. Thomas will present for Mayor and Council's consideration Mr. Curtis George, DDA's recommendation to fill the Board's vacancy.

8a. SUSE-158-2020. Mr. Wood reviewed SUSE-158-2020 application for a Special Exception for Community Service Use. Mr. Wood stated the applicant wants to use a residential structure to conduct Alcoholics Anonymous and similar meetings. The meetings will be held seven days a week in the evenings,

usually an hour in length but may run two hours for special events, the number of attendees range from 5 to 20 persons, with an average of eight persons per an evening, and parking will be provided on site with overflow on an adjacent site.

At the Planning Commission meeting, the applicant stated meetings typically do not start until 8pm and indicated times when they may have two (2) hour meetings that will go past 9pm.

Mr. Wood stated the Planning Commission recommends approval of the special exception with the following conditions: 1) The use and operation of the facility shall comply with the details included in the application; 2) Use of the property shall cease by 10:30 pm nightly; and 3) The building and site (parking) must meet current code requirements for the specific non-residential use prior to issuance of a Certificate of Occupancy.

Mr. Wood advised regarding condition #3, the applicant must schedule a pre-application meeting with Community Development staff to discuss building and site requirements.

8b. TEXT-214-2020. Mr. Wood reviewed each section proposed language modification.

11c (2). First Reading of an ordinance establishing the Court Technology Fee and Uses. Ms. Newby advised this is text amendment to add Court Technology Fee as Sec. 18A-6. This text amendment will allow the clerk of the municipal court to charge and collect a technology fee as a surcharge for any criminal or quasi-criminal fine that is paid. The technology fee would be set by the order of the judge provided that the fee not exceed \$25.00. The judge of municipal court would be able to authorize any expenditures from the account after consultation with the municipal court clerk, chief of police and city manager.

11d (1). Resolution Authorizing Reimbursement of Cost for PFFA 2021 Series Issue. Ms. Newby advised passing this resolution will authorize reimbursement to the City certain expenditures relative to the east Perry sewer and water expansion and Langston Road projects.

11d (2). Resolution declaring certain real property surplus property. Ms. Newby advised this is a resolution declaring a small section of Pine Needle Park as surplus and disposed of in accordance with Georgia law.

11d (3). Resolution declaring certain vehicles surplus. Mr. Worthington advised this is a resolution declaring five separate vehicles from the police department surplus equipment. There are four police Interceptors and one Chevrolet Tahoe. The vehicles are out of their 500,000 miles warranty and have been replaced through the normal replacement process.

11d (4). Resolution appointing a voting delegate and an alternate to the 2021 Municipal Gas Authority of Georgia Annual Election Committee. Mr. Gilmour

stated the purpose of this resolution is to name a voting delegate and alternate to the Municipal Gas Authority of Georgia Annual Election Committee.

11e (1). Bid No. 2021-28 (1) 1/2 Ton Pickup Truck. Mr. Worthington advised this purchase is for one (1) 1/2 ton pickup truck for the Department of Public Works. Staff recommends awarding the bid to low bidder Griffin Chevrolet in the amount of \$25,300.00.

11e (2). Bid No. 2021-31 (6) Patrol Utility Vehicles. Mr. Worthington advised this purchase is for six (6) patrol utility vehicles for the police department . Staff recommends awarding the bid to low bidder Prater Ford, Inc. in the amount of \$244,518.84.

11e (3). Bid No. 2021-32 (1) 1/2 Ton Pickup Truck. Mr. Worthington advised this purchase is for one (1) 1/2 ton pickup truck for the Department of Public Works. Staff recommends awarding the bid to low bidder Griffin Chevrolet in the amount of \$27,860.00.

11f. Approval of an Intergovernmental Agreement for the Conduct of City of Perry Elections between the City, Houston County Board of Commissioners, and the Board of Elections. Ms. Newby stated this is a standard agreement the City executes with the County and the Board of Elections for them to operate and conduct all the City's municipal elections and this is for the term of the 2021 election year only.

11g. Approval of Intergovernmental Memorandum of Agreement between Houston County and City of Perry – Highway 127 Widening Project and Relocation of Utilities. Ms. Newby stated this an agreement between the City and County for the widening project. The County will be the superintendent for the county-wide project. The City will oversee the relocation of city utilities - the vendor will bill the City directly and the City will pay the vendor directly.

4. Council Member Items:

Council Members had no reports.

Mr. Gilmour advised Mayor and Council that he and Mr. Smith met with Ms. Hardin relative to incentives for a particular project. Mr. Gilmour stated nothing will be done with this project at this time.

Ms. Newby and Mr. Smith had no reports.

5. Department Head/Staff Items:

Ms. King, Mr. Worthington, Mr. Wood, Chief Parker, Ms. Clark, Mr. Swan, Ms. Fitzner, Ms. Warren, and Ms. Thomas had no reports.

Chief Lynn shared an incident of a citizen who was scammed out of money and how one of our officers went beyond the call to assist her.

6. Adjournment: There being no further business to come before Council in the pre council meeting held April 6, 2021 Mayor Pro Tempore Jones motioned to adjourn the meeting at 5:35 p.m. Council Member King seconded the motion and it carried unanimously.

MINUTES
REGULAR MEETING OF THE PERRY CITY COUNCIL
April 6, 2021
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 April 6, 2021 at 6:00 p.m.

2. Roll.

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

Elected Official Absent: none

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

Departmental Staffing: Chief Steve Lynn – Perry Police Department, Chief Lee Parker – Fire and Emergency Services Department, Bryan Wood – Director of Community Development, Brenda King – Director of Administration, Mitchell Worthington – Director of Finance, Sedrick Swan – Director of Leisure Services, Ansley Fitzner – Public Works Superintendent, Jazmin Thomas – Downtown Manager, Tabitha Clark – Communications Manager, and Officer Antonio Scott – Perry Police Department.

Media: Amira Bevill – Houston Home Journal

Guest(s): Ellen Palmer - Perry Chamber, Thomas Carter, and Robert Russell

3. Invocation and Pledge of Allegiance to the Flag:

Council Member Albritton rendered the invocation and Council Member Hunt led the pledge of allegiance to the flag.

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

- 4a. Introduction of Officer Antonio Scott. Chief Lynn introduced Officer Antonio Scott to Mayor and Council. Mayor and Council welcomed Officer Scott to the City of Perry.

5. Mayor/Council Joint Appointments. Mayor Randall Walker

- 5a. Appointment of Mr. Curtis George to the Downtown Development Authority of the City of Perry. – Ms. J. Thomas.

Ms. Thomas presented for Mayor and Council's consideration Mr. Curtis George, DDA's recommendation to fill the Board's vacancy. Mayor Walker

entertained a motion to appoint Mr. Curtis George to the Downtown Development Authority Board of Directors. Council Member Bynum-Grace motioned to appoint Mr. George to the Downtown Development Authority Board of Directors; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

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

Ms. Ellen Palmer, 900 Carroll Street, invited everyone to the 2021 Dogwood Festival that will be held this weekend, April 10-11 at the Georgia National Fairgrounds and to Hops and Chops in Bodega Brew parking lot.

7. Citizens with Input. none

8. PUBLIC HEARING CALLED TO ORDER AT 6:06 p.m.: Mayor Randall Walker called to order a public hearing at 6:06 p.m. to provide any interested parties with an opportunity to express their views and concerns in accordance with O.C.G.A. Sec. 36-66-4.

- 8a. SUSE-158-2020. Applicant, Thomas C. Carter, request a Special Exception for Community Service Use. The property is located at 510 Martin Luther King, Jr. Drive; Tax Map No. 0P0270 099000 - Mr. B. Wood.

Staff Report: Mr. Wood reviewed with Council the Special Exception request. Staff recommends approval of the application with the following conditions: 1) The use and operation of the facility shall comply with the details included in the application; 2) Use of the property shall cease by 9:00 pm nightly; and 3) The building and site (parking) must meet current code requirements for the specific non-residential use prior to issuance of a Certificate of Occupancy. At the Planning Commission meeting the use of the property cease time was modified from 9:30 pm nightly to 10:30 pm nightly. The Planning Commission recommends approval with the following conditions: 1) The use and operation of the facility shall comply with the details included in the application; 2) Use of the property shall cease by 10:30 pm nightly; and 3) The building and site (parking) must meet current code requirements for the specific non-residential use prior to issuance of a Certificate of Occupancy. Mr. Wood stated staff contacted the applicant and advised him that he needs to come to Community Development to discuss the code requirements in a pre-application meeting.

Public Input: Mayor Walker called for any public input for or against the application.

For: none

Against: none

- 8b. TEXT-214-2020. Applicant, The City of Perry, requests a text amendment to clarify Secs. 5-1, 5-2, 6-6.3, and 6-10.1; revise Table 5-1-2; add setbacks for accessory structures in Table 5-1-3; revise, add building heights in Sec. 5-5; and

exempt industrial developments from certain landscape and tree preservation requirements in Secs. 6-3.1 and 6-4.1 – Mr. B. Wood.

Mr. Wood reviewed the text amendment.

Public Input: Mayor Walker called for any public input for or against the application.

For: none

Against: none

PUBLIC HEARING CLOSED AT 6:16 P.M. Mayor Walker closed the public hearing at 6:16 p.m.

9. Review of Minutes: Mayor Randall Walker

- 9a. Council's Consideration – Minutes of the March 15, 2021 work session, March 16, 2021 pre council meeting, and March 16, 2021 council meeting.

Council Member Bynum-Grace motioned to accept the minutes as submitted; Council Member Albritton seconded the motion and it carried unanimously.

10. Old Business: Mayor Randall Walker

- 10a. Mayor Randall Walker - none
10b. Council Members - none
10c. City Attorney Brooke Newby - none
10d. City Manager Lee Gilmour - none
10e. Assistant City Manager Robert Smith - none

11. New Business: Mayor Randall Walker

- 11a. Matters referred from April 5, 2021 work session, and April 6, 2021 pre council meeting. none

- 11b. Special Exception Application 158-2020. Mr. Wood advised Mayor and Council that Mr. Carter was present if anyone had any questions. Mayor Walker entertained a motion to approve Special Exception Application 158-2020. Mayor Pro Tempore motioned to approval Special Exception Application 158-2020; Council Member Peterson seconded the motion and it carried unanimously.

11c. Ordinance(s) for First Reading(s) and Introduction:

1. **First Reading** of a text amendment to clarify Secs. 5-1, 5-2, 6-6.3, and 6-10.1; revise Table 5-1-2; add setbacks for accessory structures in Table 5-1-3; revise, add building heights in Sec. 5-5; and exempt industrial developments from certain landscape and tree preservation requirements

in Secs. 6-3.1 and 6-4.1 – Mr. B. Wood. *(No action required by Council)*

2. **First Reading** of an ordinance establishing the Court Technology Fee and Uses – Ms. Newby. *(No action required by Council)*

Ms. Newby stated this is a code amendment to add a technology fee.

11d. Resolution(s) for Introduction and Adoption:

1. Resolution Authorizing Reimbursement of Cost for PPFA 2021 Series Issue – Ms. B. Newby.

Adopted Resolution No. 2021-17 Authorizing Reimbursement of Cost for PPFA 2021 Series Issue. Council Member Albritton motioned to approve the resolution as submitted; Council Member Hunt seconded the motion and it carried unanimously. *(Resolution No. 2021-17 has been entered into the City's official book of record.)*

2. Resolution declaring certain real property surplus property – Tract CP-2, 0.345 acres – Ms. B. Newby.

Adopted Resolution No. 2021-18 declaring certain real property surplus property – Tract CP-2, 0.345 acres. Council Member Bynum-Grace motioned to approve the resolution as submitted; Council Member King seconded the motion and it carried unanimously. *(Resolution No. 2021-18 has been entered into the City's official book of record.)*

3. Resolution Declaring Certain Vehicles Surplus – Mr. M. Worthington.

Adopted Resolution No. 2021-19 declaring certain vehicles surplus. Council Member Peterson motioned to approve the resolution as submitted; Council Member Hunt seconded the motion and it carried unanimously. *(Resolution No. 2021-19 has been entered into the City's official book of record.)*

4. Resolution appointing a voting delegate and an alternate to the 2021 Municipal Gas Authority of Georgia Annual Election Committee – Mr. L. Gilmour.

Adopted Resolution No. 2021-20 appointing Mayor Walker as the voting delegate and Council Member King as the alternate to the 2021 Municipal Gas Authority of Georgia Annual Election Committee. Mr. Gilmour stated each year Council is requested to designate a voting delegate and an alternate to the Municipal Gas Authority of Georgia Annual Election Committee. Administration recommends Council follow the standard process and designate the Mayor as the voting delegate and Council Member King as the alternate. Mayor Walker entertained a motion to approve the resolution as outlined by Administration. Mayor

Pro Tempore Jones motioned to approve the resolution as outlined; Council Member Albritton seconded the motion and it carried unanimously. (*Resolution No. 2021-20 has been entered into the City's official book of record.*)

11e. Award of Bid(s):

1. Bid No. 2021-28 (1) ½ Ton Pickup Truck –
Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for (1) half-ton pickup truck for the Department of Public Works. Mr. Worthington stated his office received six responsive bids. Staff recommends awarding the bid to the low bidder, Griffin Chevrolet in the amount of \$25,300.00, and the funding source is the Solid Waste Fund. Mayor Pro Tempore Jones moved to award the bid to the low bidder Griffin Chevrolet in the amount of \$25,300.00, Council Member King seconded the motion and it carried unanimously.

2. Bid No. 2021-31 (6) Patrol Utility Vehicles –
Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for (6) patrol utility vehicles for the police department. Mr. Worthington stated his office received one responsive bid. Staff recommends awarding the bid to the Prater Ford, Inc. in the amount of \$244,518.84, and the funding source is the General Fund. Council Member King moved to award the bid to Prater Ford in the amount \$244,518.84; Council Member Albritton seconded the motion and it carried unanimously.

3. Bid No. 2021-32 (1) ½ Ton Pickup Truck –
Mr. M. Worthington

Mr. Worthington presented for Council's consideration an award of bid for (1) half-ton pickup truck for the Department of Public Works. Mr. Worthington stated his office received six responsive bids. Staff recommends awarding the bid to the low bidder, Griffin Chevrolet in the amount of \$27,860.00, and the funding source is the General Fund. Council Member Albritton moved to award the bid to the low bidder Griffin Chevrolet in the amount of \$27,860.00; Council Member King seconded the motion and it carried unanimously.

- 11f. Approval of Intergovernmental Agreement for Conduct of City of Perry Elections between the City, Houston County Board of Commissioners, and the Board of Elections – Ms. B. Newby.

Ms. Newby stated this is a standard agreement that the City executes with Houston County Board of Commissioners and the Board of Elections to conduct the City of Perry Elections and this agreement is for election year 2021 only. Mayor Walker entertained a motion to approve the Intergovernmental Agreement to Conduct City of Perry Elections in 2021 as outlined. Council Member Bynum-Grace motioned to approve the Intergovernmental Agreement to Conduct City of Perry Elections in 2021 as outlined; Council Member Hunt seconded the motion and it carried unanimously.

- 11g. Approval of Intergovernmental Memorandum of Agreement between Houston County and City of Perry – Highway 127 Widening Project and Relocation of Utilities – Ms. B. Newby.

Ms. Newby stated this an Intergovernmental Memorandum of Agreement between the City and the Houston County Board of Commissioners. The County will be the superintendent for the county-wide SPLOST project that includes the widening of Highway 127. The City will oversee the relocation of city utilities and the vendor bill the City directly and the City will pay the vendor directly. Mayor Walker entertained a motion to approve the Intergovernmental Memorandum of Agreement between Houston County and the City of Perry. Council Member Albritton motion to approve Intergovernmental Memorandum of Agreement between Houston County and the City of Perry; Mayor Pro Tempore Jones seconded the motion and it carried unanimously.

12. Council Members Items:

Council had no reports.

Mr. Gilmour, Ms. Newby, and Mr. Smith had no reports.

13. Department Heads/Staff Items.

Chief Lynn thanked Council for approving the vehicle bid for the police department.

Ms. Fitzner reminder everyone of Spring Clean-up Week, April 26-30.

Ms. King, Mr. Worthington, Mr. Wood, Chief Parker, Mr. Swan, Ms. Clark, Ms. Warren, and Ms. Thomas had no reports.

14. General Public Items:

Mr. Robert Russell, 913 Duncan Avenue

- the dumpsters near his home are being picked up between 3am and 5am
- the coffee shop patrons are blocking his driveway

15. Mayor Items:

- April 19, Work Session
- April 20, Pre council and Council

16. Adjournment: There being no further business to come before Council in the council

meeting held April 6, 2021, Council Member King motioned to adjourn the meeting at 6:36 p.m. Council Member Albritton seconded the motion and it carried unanimously.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, FOR THE PURPOSE OF AMENDING APPENDIX A, LAND MANAGEMENT ORDINANCE, OF THE CODE OF THE CITY OF PERRY, ARTICLE 5, MEASUREMENTS AND DIMENSIONAL STANDARDS; AMENDING SECTIONS 5-1, MINIMUM LOT AREA AND LOT WIDTH, MINIMUM HOUSE SIZE, MAXIMUM DENSITY AND MAXIMUM LOT COVERAGE, 5-2, BUILDING SETBACKS AND 5-5, BUILDING HEIGHT; AND ARTICLE 6, DEVELOPMENT AND DESIGN STANDARDS; AMENDING SECTIONS 6-3, LANDSCAPING, BUFFERING, AND SCREENING, 6-4, TREE PROTECTION, 6-6, DESIGN STANDARDS, AND 6-10, SITE DEVELOPMENT AND RELATED INFRASTRUCTURE; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Land Management Ordinance of the Code of the City of Perry is amended as follows:

1.

By deleting Section 5-1 in its entirety and replacing with the following amended Section 5-1:

Sec. 5-1. Minimum lot area and lot width, minimum house size, maximum density and maximum lot coverage.

5-1.1 *Single- and two-family residential dwelling units.* Within use districts permitting single- and two-family residential dwelling units, the minimum lot areas, minimum lot widths, minimum house size and maximum lot coverage in Table 5-1-1 shall apply. These figures for minimum lot area and minimum lot width do not apply to lots of record.

Table 5-1-1: Minimum lot area, lot width, minimum house size and maximum lot coverage for single- and two-family dwellings*				
	Minimum Lot Area (Sq. Feet)	Minimum Lot Width (Measured at Building Line)	Minimum House Size (Heated Sq. Feet) ⁶	Maximum Lot Coverage of Buildings (Percent)
R-Ag Residential-Agricultural	5 acres	300'	1,200	25
R-1 Single-Family Residential	15,000 ^{1,3,4}	90'	1,200	25
R-2A Single-Family Residential	12,000 ^{1,3,4}	80'	1,200	25
R-2 Two-Family Residential				
Single-family detached	12,000 ^{1,3,4}	80'	900	25
Single-Family Townhouses	2,000 ²	20'	n/a	40
Two-Family (Duplex)	10,000 ^{1,3,4}	85'	n/a	25
R-3 Multi-Family Residential⁷				
Single-family detached	9,000 ^{1,3,4}	70'	900	35
Single-Family Townhouses	2,000 ²	20'	n/a	40
Two-Family (Duplex)	8,000 ^{1,3,4}	75'	n/a	35
Multi-Family Dwellings	See Table 5-1-2			
R-MH Residential Manufactured Homes				
Single-family detached	9,000 ^{3,4}	70'	n/a	35
Manufactured home subdivision ⁵	9,000 ^{3,4}	70'	n/a	35
Manufactured home park	See Section 4-3.1(B)			

¹ New lots abutting platted residential lots may have larger minimum size requirements. See Section 5-1(A)(1) below.

² Townhouses in an R-2 zone require an additional two thousand (2,000) square feet of common open space for each dwelling

unit. This area cannot be used for any other purpose except as open space.

³ Lots served by private septic tank and well shall be a minimum area of 63,340 square feet and width of 150 feet.

⁴ Lots served by private septic tank and public water shall be a minimum area of 32,670 square feet and width of 100 feet.

⁵ The minimum area for a manufactured home subdivision is ten (10) acres.

⁶ House size less than the minimum may be allowed by Special Exception.

⁷ The R-3 standards apply to non-residential zoning districts which allow residential uses.

*See Appendix A for requirements in Form Based Code districts.

(A) Minimum lot size adjustment. In order to provide a transition from existing subdivided lots to lots in proposed single-family and two-family subdivisions, the lots abutting platted residentially zoned (R-1, R-2, R-2A and R-3) lots shall be adjusted using the following requirements in addition to the requirements in Table 5-1-1. However, the minimum lot size shall not be more than two (2) times the minimum size required in Table 5-1-1. These regulations shall not apply to existing or proposed multifamily dwellings or to existing or proposed developments in the R-MH or R-Ag districts.

(1) The required minimum size of the proposed lots shall be established by determining the average size of the smallest two-thirds (2/3) of the existing lots abutting the new subdivision. The proposed lots abutting the existing lots shall be eighty-five (85) percent of the average size but not more than two times the minimum lot size required in Table 5-1-1 for the zoning classification in which the development is located.

(2) If the adjusted minimum lot size is within ten (10) percent of the minimum lot size requirements mandated in Table 5-1-1, these regulations shall not apply.

5-1.2 Multifamily residential dwelling units. Multi-family residential developments shall meet the requirements in Table 5-1-2. All multifamily dwelling units shall be connected to a public sewer.

Zoning District	Maximum Dwelling Units per Acre	Minimum Lot Width (measured at building line)	Maximum Lot Coverage of Buildings (Percent)
R-3, RMH	8	85	40
LC, OC, IN	12	85	40
C-1, C-2	20	85	50
C-3	No maximum	0	100
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.		

2.

By amending Section 5-2.1 Minimum building setbacks, to replace Table 5-1-3 with the following revised Table 5-2-1:

5-2.1. Minimum building setbacks. Minimum building setbacks are established in Table 5-2-1.

Zoning District	Front Yard		Rear Yard	Side Yard		
	Arterial/ Collector Streets	Minor Streets		Interior Lot	Corner Lot	
			Arterial/ Collector Streets		Minor Streets	
R-Ag Residential-Agricultural	50'	50'	25'	15'	50'	50'
R-1 Single-Family Residential	40'	30'	35'	10'	40'	30'
R-2A Single-Family Residential	40'	25'	25'	8'	40'	25'
R-2 Two-Family Residential	40'	25'	25'	8'	40'	25'

R-3 Multi-Family Residential						
One- and two-family	40'	25'	25'	8'	40'	25'
Multifamily	40'	25'	25'	a	40'	25'
RMH Residential Manufactured Home						
Multifamily	40'	25'	25'	8'	40'	25'
Individual manufactured homes	40'	25'	25'	8'	40'	25'
Manufactured home parks	(See Section 4-3.1(B))					
C-1 Highway Commercial District						
Multifamily	40'	25'	25'	a	40'	25'
Commercial or mixed-use	40'	25'	b	b	40'	25'
C-2 General Commercial District ³						
Multifamily	35'	25'	25'	a	35'	25'
Commercial or mixed-use	40'	25'	b	b	35'	25'
C-3 Central Business District (CBD)						
Multifamily	10'	10'	b	b	10'	10'
Commercial or mixed-use	none	none	b	b	none	none
LC Limited Commercial District ³	40'	25'	b	b	50'	50'
OC Office Commercial District ³	40'	25'	b	b	50'	50'
IN Institutional District ³	40'	25'	b	b	50'	50'
M-1 Wholesale & Light Industrial	50'	50'	b	b	50'	50'
M-2 Industrial	50'	50'	b	b	50'	50'
<p>a. Eight (8) feet plus two (2) additional feet for each story (floor) above two (2) stories, but not exceeding twenty (20) feet; and when dwelling unit faces side yard, the dwelling unit shall not be less than twenty (20) feet from the side lot line.</p> <p>b. None, except when abutting residential district and then not less than twenty-five (25) feet.</p> <p>¹ See Appendix A for requirements in Form Based Code districts.</p> <p>² Setbacks for accessory structures are 5 feet from rear and interior side property lines, unless the otherwise required setback listed above is less. (Also see Sec. 4-4.2(E))</p> <p>³ Single- and two-family dwellings in nonresidential districts shall comply with the setbacks established for such uses in the R-3 zoning district.</p>						

3.

By deleting Section 5-5 in its entirety and replacing with the following amended Section 5-5:

Sec. 5-5. Building height.

- (A) *General.* Building height is the vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the coping of the parapet wall of a flat roof, to the deck line of a mansard roof, or to the average height level between the eaves and ridge of a shed, gable, hip, or gambrel roof.
- (B) *Maximum building height.* Maximum building heights are established in Table 5-5-1.

Zoning District and Use	Maximum Building Height (in feet)
Single-family, two-family, and townhouse residential in any district	35

Non-residential uses in R-Ag, R-1, R-2, R-2A, R-3 and RMH	40
Multi-family residential in R-3	40
C-1, C-2	50
C-3, LC, OC, IN	40
M-1, M-2	50
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.
*Maximum building height for accessory structures is provided in Section 4-4.2(E).	

(C) *Exceptions.* Spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housings, mechanical equipment or other such structures placed above the roof level and not intended for human occupancy shall not be subject to height limitations. Silos, granaries and other similar agricultural structures are not subject to height limitations.

4.

By amending Subsection 6-3.1(C) as follows:

Sec. 6-3. - Landscaping, buffering, and screening.

6-3.1. *General.*

(C) *Exemptions.*

- (1) These regulations shall not apply to lots containing a single-family detached or two-family dwelling. See section 6-4.2(B)(2) for tree protection and replacement requirements.
- (2) Industrial developments in an M-2 zoning district shall be exempt from the requirements of Sec. 6-3.6, street buffer yards, and Sec. 6-3.4, interior parking lot landscaping.

5.

By amending Subsection 6-4.1(B) as follows:

Sec. 6-4. - Tree protection.

6-4.1. *General.*

(B) *Applicability.* The requirements of this section shall apply to all existing and new development, except that the following developments and activities shall be exempt from this section:

- (1) The removal of dead or naturally fallen trees, or trees that are found by the administrator to be a threat to the public health, safety, or welfare;
- (2) The removal of pine trees, provided the minimum requirements of this section are maintained;
- (3) The selective and limited removal of trees or vegetation necessary to obtain clear visibility at driveways or intersections, or for the purpose of performing authorized field survey work;
- (4) The selective and limited clearing of utility easements to maintain their intended function; and
- (5) The removal of trees or vegetation on land zoned or lawfully used for:
 - (a) Agricultural and forestry activities, including tree farms and approved forestry management practices, except that if a site is substantially cleared of trees pursuant to legitimate forestry activities, no development applications shall be accepted for 36 months from the date the clearing is completed;
 - (b) Commercial garden centers, greenhouses, or nurseries; or
 - (c) Industrial developments in an M-2 zoning district.

6.

By amending Subsection 6-6.3(A) as follows:

Sec. 6-6. Design standards.

6-6.3. *Design Standards for the Downtown Development District.*

- (A) *Signage certificate of appropriateness.* All signs shall require a Certificate of Appropriateness issued by the administrator prior to issuing a sign permit. The administrator may exempt signs which comply with the provisions of Section 6-9.12(C).

7.

By amending Subsection 6-10.1(A) as follows:

Sec. 6-10. Site development and related infrastructure.

6-10.1. General design requirements.

- (A) *Suitability of land.* Land subject to flooding, improper drainage, or erosion, or which for topographical, geological or other reasons is unsuitable for residential use shall not be platted for residential use or for other uses that will continue to increase the danger to health, safety, or property destruction, unless the hazards can be and are corrected. No portion of a single-family or two-family residential lot shall be located within a 100-year floodplain.

BE IT FURTHER ORDAINED that all ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed; and that should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of this governing authority.

SO ENACTED this 20th day of April, 2021.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

1st Reading: April 6, 2021

2nd Reading: April 20, 2021



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STAFF REPORT

From the Department of Community Development
March 1, 2021

CASE NUMBER: TEXT-214-2020
APPLICANT: The City of Perry
REQUEST: Text Amendment to clarify Secs. 5-1, 5-2, 6-6.3, and 6-10.1; revise Table 5-1-2; add setbacks for accessory structures in Table 5-1-3; revise, add building heights in Sec. 5-5; and exempt industrial developments from certain landscape and tree preservation requirements in Secs. 6-3.1 and 6-4.1.

STAFF ANALYSIS: Since the original adoption of the Land Management Ordinance, staff has identified several areas where clarification of standards can be made and where standards were inadvertently omitted. This amendment is intended to address these.

Section 5-1.1

The proposed amendment intends to clarify that the R-3 standards apply to any residential development in a commercial zoning district which permits residential developments. It also is intended to clarify that the minimum lot size adjustment applies only to new lots abutting platted residential lots, not to all lots in the new subdivision. This represents the original intent to create a transition zone between existing and new subdivisions as originally discussed with the Planning Commission in 2001 and 2002.

Section 5-1.2

The proposal replaces Table 5-1-2 regarding the density of multi-family developments. The proposed table regulates maximum density in dwelling units per acre, rather than square footage of land and building height. Additionally, the maximum density has been adjusted to be more realistic and consistent with the character of Perry. For comparison the current density converted to dwelling units per acre is shown in parenthesis in the current table below:

Height of Building (no. of floors)	Minimum Number of Units	Total Lot Area per Unit		Minimum Lot Width (measured at building line)	Maximum Lot Coverage (Percent)
		R3, OC & C-1	C-2 & C-3		
One and Two	3	3,000 (14.5)	2,500 (17.4)	85	40
Three	6	2,500 (17.4)	2,000 (21.8)	85	40
Four	16	2,100 (20.7)	1,750 (24.9)	85	30
Six to Eight	24	1,250 (34.9)	1,000 (43.6)	85	25 ¹
Nine or More	32	1,000 (43.6)	750 (58.1)	85	25 ¹

¹ For the C-2 and C-3 (CBD) Central Business District, subject to the conditional approval of the Commission.
 *See Appendix A for requirements in Form Based Code districts.

The minimum lot area for all commercial districts is proposed to be removed.

Section 5-2.1

The modifications to Table 5-2-1 include removal of the Convention Plaza District which no longer exists, adding setbacks for accessory structures, and clarifying the use of R-3 standards for residential developments in commercial districts.

Section 5-5

Maximum building heights do not exist in the current LMO. The amendment includes a statement about how height is measured, a table establishing maximum building height by zoning district, and a list of exceptions to the maximum height. The proposed maximum heights are based on customary height limits for single-family residences, and limits that are in character with Perry's historical development.

Sections 6-3.1 and 6-4.1

During development review for the Sandler expansion on Airport Road, City Council concurred that similar industrial sites should not be subject to the requirements for tree protection and replanting in Section 6-4. They also concurred that the requirements for street buffer yards and interior parking lot landscaping in Section 6-3 should not apply to industrial sites. The reasoning is based on the inherent size of industrial properties. The amendment exempts industrial developments in M-2 zoning districts from these standards.

Section 6-6.3

The modification cleans up the language regarding Certificates of Appropriateness for signs in the Downtown Development Overlay District and removes reference to standards and ordinances which have been changed.

Section 6-10.1

In addition to the existing wording, this amendment is intended to make clear that no portion of a residential lot may be located in a floodplain.

STAFF RECOMMENDATION: Staff recommends approval of the proposed text amendment.

PLANNING COMMISSION RECOMMENDATION: The Planning Commission recommends approval of the text amendment.



Eric Z. Edwards, Chairman, Planning Commission

3/10/21

Date

Sec. 5-1. Minimum lot area and lot width, minimum house size, maximum density and maximum lot coverage.

5-1.1 *Single- and two-family residential dwelling units.* Within use districts permitting single- and two-family residential dwelling units, the minimum lot areas, minimum lot widths, minimum house size and maximum lot coverage in Table 5-1-1 shall apply. These figures for minimum lot area and minimum lot width do not apply to lots of record.

Table 5-1-1: Minimum lot area, lot width, and maximum lot coverage for single- and two-family dwellings*				
	Minimum Lot Area (Sq. Feet)	Minimum Lot Width (Measured at Building Line)	Minimum House Size (Heated Sq. Feet) ⁶	Maximum Lot Coverage of Buildings (Percent)
R-Ag Residential-Agricultural	5 acres	300'	1,200	25
R-1 Single-Family Residential	15,000 ^{1, 3, 4}	90'	1,200	25
R-2A Single-Family Residential	12,000 ^{1, 3, 4}	80'	1,200	25
R-2 Two-Family Residential				
Single-family detached	12,000 ^{1, 3, 4}	80'	900	25
Single-Family Townhouses	2,000 ²	20'	n/a	40
Two-Family (Duplex)	10,000 ^{1, 3, 4}	85'	n/a	25
R-3 Multi-Family Residential⁷				
Single-family detached	9,000 ^{1, 3, 4}	70'	900	35
Single-Family Townhouses	2,000 ²	20'	n/a	40
Two-Family (Duplex)	8,000 ^{1, 3, 4}	75'	n/a	35
Multi-Family Dwellings	See Table 5-1-2			
R-MH Residential Manufactured Homes				
Single-family detached	9,000 ^{3, 4}	70'	n/a	35
Manufactured home subdivision ⁵	9,000 ^{3, 4}	70'	n/a	35
Manufactured home park	See Section 4-3.1(B)			
¹ <u>New lots abutting properties developed with single-family detached dwellings platted residential lots</u> may have larger minimum size requirements. See Section 5-1(A)(1) below. ² Townhouses in an R-2 zone require an additional two thousand (2,000) square feet of common open space for each dwelling unit. This area cannot be used for any other purpose except as open space. ³ Lots served by private septic tank and well shall be a minimum area of 63,340 square feet and width of 150 feet. ⁴ Lots served by private septic tank and public water shall be a minimum area of 32,670 square feet and width of 100 feet. ⁵ The minimum area for a manufactured home subdivision is ten (10) acres. ⁶ House size less than the minimum may be allowed by Special Exception. ⁷ <u>The R-3 standards apply to non-residential zoning districts which allow residential uses.</u>				
*See Appendix A for requirements in Form Based Code districts.				

(A) Minimum lot size adjustment. In order to provide a transition from existing subdivided lots to lots in proposed single-family and two-family developments subdivisions, the lots abutting platted residentially zoned (R-1, R-2, R-2A and R-3) lots shall be adjusted using the following requirements in addition to the requirements in Table 5-1-1. However, the minimum lot size shall not be more than two (2) times the minimum size required in Table 5-1-1. These regulations shall not apply to existing or proposed multifamily dwellings or to existing or proposed developments in the R-MH or R-Ag districts.

- (1) The required minimum size of the proposed lots shall be established by determining the average size of the smallest two-thirds (2/3) of the existing lots abutting the new development subdivision. The proposed lots abutting the existing lots shall be eighty-five (85) percent of the average size but not more than two times the minimum lot size required in Table 5-1-1 for the zoning classification in which the development is located.
- (2) If the adjusted minimum lot size is within ten (10) percent of the minimum lot size requirements mandated in Table 5-1-1, these regulations shall not apply.

5-1.2 Multifamily residential dwelling units. Within use districts permitting multifamily dwelling, the basic minimum lot area shall be nine thousand (9,000) square feet in R-3, Multifamily Residential District, and ten thousand (10,000) square feet in Commercial Districts, or shall be greater based on the minimum lot area and maximum lot coverage Multi-family residential developments shall meet the requirements in Table 5-1-2, except as otherwise herein. All multifamily dwelling units shall be connected to a public sewer.

Table 5-1-2: Multi-Family Residential minimum lot area, lot width, and maximum lot coverage for multi-family dwellings*

Height of Building (no. of floors)	Minimum Number of Units	Total Lot Area per Unit		Minimum Lot Width (measured at building line)	Maximum Lot Coverage (Percent)
		R3, OC & C-1	C-2 & C-3		
One and Two	3	3,000	2,500	85	40
Three	6	2,500	2,000	85	40
Four	16	2,100	1,750	85	30
Six to Eight	24	1,250	1,000	85	25 ²
Nine or More	32	1,000	750	85	25 ²

* For the C-2 and C-3 (CBD) Central Business District, subject to the conditional approval of the Commission.

² See Appendix A for requirements in Form Based Code districts.

Table 5-1-2: Multi-Family Residential maximum density, lot width, and maximum lot coverage (All multi-family residential developments exceeding 6 units require a special exception)

Zoning District	Maximum Dwelling Units per Acre	Minimum Lot Width (measured at building line)	Maximum Lot Coverage of Buildings (Percent)
R-3, RMH	8	85	40
LC, OC, IN	12	85	40
C-1, C-2	20	85	50
C-3	No maximum	0	100
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.		

5-1.2 Commercial industrial and other uses. Within the C-1 Highway Commercial and M-1 Wholesale and Light Industrial District, the minimum lot area for each permitted use shall be ten thousand (10,000) square feet. All other commercial, industrial and other uses have no minimum requirement for lot area.

Sec. 5-2. Building Setbacks.

5-2.1. *Minimum building setbacks.* Minimum building setbacks are established in Table 5-1-3.

Zoning District	Front Yard		Rear Yard	Side Yard		
	Arterial/ Collector Streets	Minor Streets		Interior Lot	Corner Lot	
			Arterial/ Collector Streets		Minor Streets	
R-Ag Residential-Agricultural	50'	50'	25'	15'	50'	50'
R-1 Single-Family Residential	40'	30'	35'	10'	40'	30'
R-2A Single-Family Residential	40'	25'	25'	8'	40'	25'
R-2 Two-Family Residential	40'	25'	25'	8'	40'	25'
R-3 Multi-Family Residential						
One- and two-family	40'	25'	25'	8'	40'	25'
Multifamily	40'	25'	25'	a	40'	25'
RMH Residential Manufactured Home						
Multifamily	40'	25'	25'	8'	40'	25'
Individual manufactured homes	40'	25'	25'	8'	40'	25'
Manufactured home parks	(See Section 4-3.1(B))					
C-1 Highway Commercial District						
Multifamily	40'	25'	25'	a	40'	25'
Commercial <i>or mixed-use</i>	40'	25'	b	b	40'	25'
C-2 General Commercial District ³						
Multifamily	35'	25'	25'	a	35'	25'
Commercial <i>or mixed-use</i>	40'	25'	b	b	35'	25'
C-3 Central Business District (CBD)						
Multifamily	10'	10'	b	b	10'	10'
Commercial <i>or mixed-use</i>	none	none	b	b	none	none
GPD Convention Plaza District	40'	25'	b	b	50'	50'
LC Limited Commercial District ³	40'	25'	b	b	50'	50'
OC Office Commercial District ³	40'	25'	b	b	50'	50'
IN Institutional District ³	40'	25'	b	b	50'	50'
M-1 Wholesale & Light Industrial	50'	50'	b	b	50'	50'
M-2 Industrial	50'	50'	b	b	50'	50'

a. Eight (8) feet plus two (2) additional feet for each story (floor) above two (2) stories, but not exceeding twenty (20) feet; and when dwelling unit faces side yard, the dwelling unit shall not be less than twenty (20) feet from the side lot line.

b. None, except when abutting residential district and then not less than twenty-five (25) feet.

¹ See Appendix A for requirements in Form Based Code districts.

² Setbacks for accessory structures are 5 feet from rear and interior side property lines, unless the otherwise required setback listed above is less. (Also see Sec. 4-4.2(E))

³ Single- and two-family dwellings in nonresidential districts shall comply with the setbacks established for such uses in the R-3 zoning district.

⁴ See Appendix A for requirements in Form Based Code districts.

Sec. 5-5. Building height.

- (A) *Building heights.* No building shall hereafter be erected, constructed, or altered so as to exceed the height limit, to accommodate or house a greater number of families than are required or specified in the regulations herein for the district in which it is located.
- (B) *Height limits.* Chimneys, water, fire, radio, and television towers, church spires, domes, cupolas, stage towers and scenery lifts, cooling towers, roof signs, elevator bulkheads, smokestacks, flag

poles, parapet walls, sills, granaries, windmills, and similar structures and their necessary mechanical appurtenances may be erected above the height limits herein established.

(A) **General.** Building height is the vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the coping of the parapet wall of a flat roof, to the deck line of a mansard roof, or to the average height level between the eaves and ridge of a shed, gable, hip, or gambrel roof.

(B) **Maximum building height.** Maximum building heights are established in Table 5-3-4.

Zoning District and Use	Maximum Building Height (in feet)
Single-family, two-family, and townhouse residential in any district	35
Non-residential uses in R-Ag, R-1, R-2, R-2A, R-3 and RMH	40
Multi-family residential in R-3	40
C-1, C-2	50
C-3, LC, OC, IN	40
M-1, M-2	50
IMU, MUC, NMU, FBR	See Appendix A for requirements in Form Based Code districts.
*Maximum building height for accessory structures is provided in Section 4-4.2(E).	

(C) **Exceptions.** Spires, belfries, cupolas, chimneys, antennas, water tanks, ventilators, elevator housings, mechanical equipment or other such structures placed above the roof level and not intended for human occupancy shall not be subject to height limitations. Silos, granaries and other similar agricultural structures are not subject to height limitations.

Sec. 6-3. - Landscaping, buffering, and screening.

6-3.1. **General.**

~~(C) **Exemptions.** These regulations shall not apply to lots containing a single-family detached or two-family dwelling. See section 6-4.2(B)(2) for tree protection and replacement requirements.~~

(C) Exemptions.

(1) These regulations shall not apply to lots containing a single-family detached or two-family dwelling. See section 6-4.2(B)(2) for tree protection and replacement requirements.

(2) Industrial developments in an M-2 zoning district shall be exempt from the requirements of Sec. 6-3.6, street buffer yards, and Sec. 6-3.4, interior parking lot landscaping.

Sec. 6-4. - Tree protection.

6-4.1. **General.**

(B) **Applicability.** The requirements of this section shall apply to all existing and new development, except that the following developments and activities shall be exempt from this section:

(1) The removal of dead or naturally fallen trees, or trees that are found by the administrator to be a threat to the public health, safety, or welfare;

- (2) The removal of pine trees, provided the minimum requirements of this section are maintained;
- (3) The selective and limited removal of trees or vegetation necessary to obtain clear visibility at driveways or intersections, or for the purpose of performing authorized field survey work;
- (4) The selective and limited clearing of utility easements to maintain their intended function; and
- (5) The removal of trees or vegetation on land zoned or lawfully used for:
 - (a) Agricultural and forestry activities, including tree farms and approved forestry management practices, except that if a site is substantially cleared of trees pursuant to legitimate forestry activities, no development applications shall be accepted for 36 months from the date the clearing is completed; ~~or~~
 - (b) Commercial garden centers, greenhouses, or nurseries;
 - (c) Industrial developments in an M-2 zoning district.

6-6.3. *Design Standards for the Downtown Development District.*

Signage certificate of appropriateness. ~~All signs shall require a Certificate of Appropriateness issued by the City of Perry Community Development Department prior to erecting the sign. The City of Perry Community Development Department may exempt signs which are in conformance with the Standards for Architectural and Signage Control at their sole discretion. The standards for signage are contained in Section 106 of the Perry Land Development Ordinance.~~ All signs shall require a Certificate of Appropriateness issued by the administrator prior to issuing a sign permit. The administrator may exempt sign which comply with the provisions of Section 6-9.12(C).

Sec. 6-10. Site development and related infrastructure.

6-10.1. General design requirements.

- (A) *Suitability of land.* Land subject to flooding, improper drainage, or erosion, or which ~~is~~ is for topographical, geological or other reasons is unsuitable for residential use shall not be platted for residential use or for other uses that will continue to increase the danger to health, safety, or property destruction, unless the hazards can be and are corrected. No portion of a single-family or two-family residential lot shall be located within a 100-year floodplain.



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Application # TEXT-214-2020

Application for Text Amendment

Contact Community Development (478) 988-2720

Applicant Information

*Indicates Required Field


Applicant	
*Name	Bryan Wood for the City of Perry
*Title	Director of Community Development
*Address	1211 Washington Street, Perry, GA 31069
*Phone	478-988-2714
*Email	bryan.wood@perry-ga.gov

Request

*Please provide a summary of the proposed text amendment: Clarifications: Sec. 5-1: residential density in commercial zones, new lots adjacent to existing; Sec. 5-2: residential setbacks in commercial zones; Sec. 6-6.3: COA for signs in DD Overlay District; Sec. 6-10.1: residential lots in floodplains. Revising Table 5-1-2, maximum multi-family density. Adding setbacks for accessory structures in Table 5-1-3. Revising, adding building heights in Sec. 5-5. Exempting industrial developments from certain landscape and tree preservation requirements in Secs. 6-3.1 and 6-4.1

Instructions

1. The application, fee (made payable to the City of Perry), and proposed text of the amendment must be received by the Community Development Office no later than 4:30 pm on the date reflected on the attached schedule.
2. Fees: Actual cost of required public notice.
3. The applicant must state the reason for the proposed text amendment. See Sections 2-2 and 2-3.2 of the Land Management Ordinance for more information.
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. Text amendment 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. The applicant must be present at the hearings to present the application and answer questions that may arise.
7. 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 X
If yes, please complete and submit the attached Disclosure Form.
8. The applicant affirms 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.
9. Signatures:

*Applicant 	Bryan Wood, Director of Community Development, for the City of Perry	*Date	1/25/2021
--	--	-------	-----------

6/20/2018

For Office Use (receipt code 204.1)

Date received	Fee paid	Date deemed complete	Legal Ad	Notice to Applicant
Routed to PC	Date of PC	Date of Public Hearing	Date of Council action	Notice of action

AN ORDINANCE OF THE COUNCIL OF THE CITY OF PERRY, GEORGIA, CHAPTER 18A, MUNICIPAL COURT; ADDING SECTION 18A-6, TECHNOLOGY FEE; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL CODE PROVISIONS, ORDINANCES, OR PARTS THEREOF, IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

THE COUNCIL OF THE CITY OF PERRY HEREBY ORDAINS that the Perry Code is amended as follows:

1.

By adding a new Section 18A-6. – Technology Fee, to read as follows:

Sec. 18A-6. – Technology Fee.

The clerk of the municipal court shall be entitled to charge and collect a technology fee as a surcharge to each criminal and quasi-criminal fine paid. The technology fee shall be set by order of the judge of the court, provided that the fee shall not exceed \$25.00. Such fee shall be used exclusively to provide for the following technological needs of the court and police department, to the extent such need of the police department directly relates to court operations: the purchase, lease, maintenance, and installation of computer hardware and software; and the purchase, lease, maintenance, and installation of equipment and software used for imaging, scanning, facsimile, communications, projections, and printing. All funds collected pursuant to this section shall be maintained in a segregated account by the clerk of the court, separate from other funds of the city, and shall be expended only for authorized purposes upon order of the judge after consultation with the clerk of court, chief of police and city manager. The funds may be used to reimburse the city for information technology services provided to the court.

BE IT FURTHER ORDAINED that all ordinances and Code sections, or parts thereof, in conflict with the foregoing are expressly repealed; and that should any provision of this ordinance be rendered invalid by any court of law, the remaining provisions shall continue in force and effect until amended or repealed by action of the municipal governing authority.

SO ENACTED this 20th day of April, 2021.

CITY OF PERRY, GEORGIA

By: _____
Randall Walker, Mayor

Attest: _____
Annie Warren, City Clerk

1st Reading: April 6, 2021

2nd Reading: April 20, 2021



President
Vince Williams
Mayor, Union City

First Vice President
Jim Thornton
Mayor, LaGrange

Second Vice President
Julie Smith
Mayor, Tifton

Third Vice President
Michelle Cooper Kelly
Councilwoman, Marietta

Immediate Past President
Phil Best
Mayor, Dublin

Executive Director
Larry H. Hanson

April 6, 2021

Ms. Brenda King
Director of Administration
City of Perry
PO Box 2030
Perry, Georgia 31069

RE: Direct Installment Program

Dear Ms. King:

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 May 21, 2021 to guarantee the 1.59% 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,

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> (attach invoices)	<u>AMOUNT</u>
Truist Project Account	Enclosed	\$756,782.92

(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		\$756,782.92

City of Perry, Georgia
 GMA Lease Purchase - Various Vehicles
 Sample Payment Schedule
 Three (3) Years; Quarterly Payments in Arrears

Nominal Annual Rate: 1.590%

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	05/17/2021				756,782.92
2021 Totals		0.00	0.00	0.00	
1	08/17/2021	64,706.54	3,008.21	61,698.33	695,084.59
2	11/17/2021	64,706.54	2,762.96	61,943.58	633,141.01
3	02/17/2022	64,706.54	2,516.74	62,189.80	570,951.21
4	05/17/2022	64,706.54	2,269.53	62,437.01	508,514.20
2022 Totals		258,826.16	10,557.44	248,268.72	
5	08/17/2022	64,706.54	2,021.34	62,685.20	445,829.00
6	11/17/2022	64,706.54	1,772.17	62,934.37	382,894.63
7	02/17/2023	64,706.54	1,522.01	63,184.53	319,710.10
8	05/17/2023	64,706.54	1,270.85	63,435.69	256,274.41
2023 Totals		258,826.16	6,586.37	252,239.79	
9	08/17/2023	64,706.54	1,018.69	63,687.85	192,586.56
10	11/17/2023	64,706.54	765.53	63,941.01	128,645.55
11	02/17/2024	64,706.54	511.37	64,195.17	64,450.38
12	05/17/2024	64,706.54	256.16	64,450.38	0.00
2024 Totals		258,826.16	2,551.75	256,274.41	
Grand Totals		776,478.48	19,695.56	756,782.92	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
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.

1.590%	\$19,695.56	\$756,782.92	\$776,478.48
---------------	--------------------	---------------------	---------------------

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.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Perry		2 Issuer's employer identification number (EIN)	
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) PO Box 2030	Room/suite	5 Report number (For IRS Use Only) 3	
6 City, town, or post office, state, and ZIP code Perry, GA 31069		7 Date of issue	
8 Name of issue City of Perry / GMA Essential Equipment Lease-Purchase		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Brenda King, Director of Administration		10b Telephone number of officer or other employee shown on 10a (478) 988-2712	

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	\$756,782	92
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe	18		
19a If bonds are TANs or RANs, check only box 19a			<input type="checkbox"/>
b If bonds are BANs, check only box 19b			<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Bonds. 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		\$ 756,782.92	\$	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	\$756,782	92
24 Proceeds used for bond issuance costs (including underwriters' discount)	24		
25 Proceeds used for credit enhancement	25		
26 Proceeds allocated to reasonably required reserve or replacement fund	26		
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28 Proceeds used to refund prior taxable bonds. Complete Part V	28		
29 Total (add lines 24 through 28)	29		
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$756,782	92

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

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
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	37	
38a	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	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> 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 <input type="checkbox"/> ▶ <input type="checkbox"/>		
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 <input type="checkbox"/> ▶ <input type="checkbox"/>		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box <input type="checkbox"/> ▶ <input type="checkbox"/>		
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Signature and Consent	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.			
	▶ _____ Signature of issuer's authorized representative	▶ _____ Date	▶ _____ Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Firm's name ▶	Firm's EIN ▶		PTIN
	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)

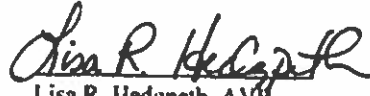
City Clerk

STATE OF NORTH CAROLINA
COUNTY OF WILSON

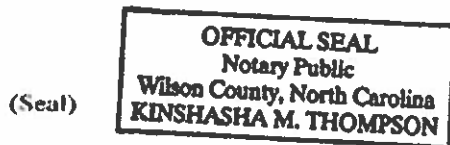
AFFIDAVIT OF LISA R. HEDGPETH

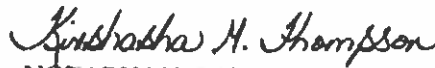
BEFORE ME, the undersigned Notary Public, personally appeared Lisa R. Hedgpeth, who, being known to me and first duly sworn, deposes upon oath and testifies as follows:

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

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT is dated as of _____, and is by and between **CITY OF PERRY, GEORGIA**, a public body of the State of Georgia (the “Lessee”), and **TRUIST BANK** (“Truist”), as assignee of Georgia Municipal Association, Inc. (“GMA”).

RECITALS

The Lessee is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Lease Supplement dated as of _____ (the “Lease Supplement”), by and between the Lessee and GMA. GMA, will prior to the undertakings of Truist herein, assign the Lease Supplement to Truist. The purpose of the Lease Supplement is to provide for an advance of **\$756,782.92** to the Lessee to finance the Lessee's acquisition of Property, as defined in the Lease Supplement. In partial consideration for Truist's assumption of the Lease Supplement, the Lessee has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS.

In this Project Fund Agreement, the term “*Project Costs*” means all costs of the design, planning, acquiring, installing of the Property as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Lease Payments payable by the Lessee under the Lease Supplement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Property through the Lease Supplement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease Supplement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date and the assignment of the Lease Supplement by GMA to Truist, Truist will deposit **\$756,782.92** into a special account of the Lessee at Truist Bank to be designated “2021-_____ “City of Perry Project Fund” (the “Project Fund”). This account shall be held separate and apart from all other funds of the Lessee. The Project Fund is the Lessee's property, but the Lessee will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of Truist to secure the Lessee's obligations under the Lease Supplement.

2.2. Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from Truist. Truist will disburse funds from the Project Fund only to the Lessee and only upon its receipt of written requisitions from one of the designated Authorized Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

2.3. Disposition of Project Fund Balance.

(a) *Upon completion* -- Promptly after the acquisition and installation of the Property has been completed, the Lessee shall deliver to Truist a certificate to such effect signed by a Lessee Representative.

(b) *Upon default* -- Upon the occurrence of an Event of Default, Truist may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) *Upon event of nonappropriation* -- Upon an event of nonappropriation, Truist may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) *After delay or inactivity* -- If (i) more than three years have elapsed from the Closing Date or (ii) at least six months has passed from Truist's most recent receipt of a requisition for Project Costs, then Truist, upon 30 days' notice from Truist to the Lessee, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(e) *Application of Project Fund balance* -- Truist will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Lease Supplement), of the outstanding principal components of Lease Payments. Such prepayment, however, will not affect any other Lessee payment obligation under the Lease Supplement. Truist will notify the Lessee of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment. (a) The Lessee and Truist agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the Lessee will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under the Lease Supplement, unless the Lessee has supplied Truist with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Lease Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Lessee, addressed to it at the following address: 1211 Washington Street; Perry, GA 31069 Attention: Director of Administration.

(ii) If intended for Truist, addressed to it at the following address: 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the Lessee in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that Georgia law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by Truist and the Lessee.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

The remainder of this page has been left blank intentionally; signature page follows.

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

ATTEST

CITY OF PERRY, GEORGIA

SEAL

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

TRUIST BANK

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement]

EXHIBIT B

**CERTIFICATE DESIGNATING LESSEE REPRESENTATIVES AND
OFFICIAL CUSTODIAN**

In accordance with the terms herein, the Lessee designates the following persons as Authorized Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:	Title:	Signature:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Lessee designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Lessee who has plenary authority, including control, over funds owned by the Lessee. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:	Signature:	Last 4 Numbers of SSN ¹ :	Date of Birth:
_____	_____	_____	_____

Upon written notification to Truist, the Lessee may update (a) Authorized Representatives to sign requisitions, or (b) the Official Custodian.

CITY OF PERRY

Name:
Title:

**The Official Custodian must provide a copy of his/her driver's license.*

¹ The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Truist account holders with the same name.

EXHIBIT A

[to be prepared on Lessee's letterhead for submission]

PROJECT FUND REQUISITION

[Date] _____

E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com

Requisition Team telephone: 252-296-0653 or 252-296-0452
Branch Banking and Trust Company (now Truist)
(Governmental Finance)

Re: Request for disbursement of funds from the Project Fund related to Contract # _____ with City of Perry, Georgia, dated _____.

To Whom It May Concern:

Pursuant to the terms and conditions of the Project Fund Agreement dated as of _____, City of Perry, Georgia (the "Lessee"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

IF REQUEST IS FINAL REQUEST, CHECK HERE .

Disbursements will be to City of Perry, Georgia

Amount: \$

For vehicles and equipment for which a title is issued, attach the following to this requisition

- **Copies of vendor invoices;**
- **Copies of the Certificates of Origin or Titles**

Project Description:
Various Vehicles

Location of Property:
Perry, GA

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Lessee:
1211 Washington Street; Perry, GA 31069

City of Perry, Georgia makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Lease Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Lease Supplement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Lessee authorizes Truist to file or cause to be filed any Uniform Commercial Code financing statements with respect to the Property that is the subject of this requisition.
8. The Lessee has in place insurance on this portion of the Property that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Lessee for a Project Cost expenditure previously made, or (b) will be used by the Lessee promptly upon the receipt of funds from Truist to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF PERRY, GEORGIA

By: _____

Printed Name: _____

Title: _____

INSTRUCTIONS FOR REQUESTING FUNDS FROM PROJECT FUND ACCOUNT FOR GMA FINANCINGS

- Complete the requisition form (this is an exhibit to the Project Fund Agreement), and a copy of the form is attached here.
- Fill in the amount being requested. If only a portion of the funds are being requested, fill in the dollar amount. If all of the funds in the account are being requested, fill in the amount as *“balance in account”* rather than a specific dollar amount.
- If you would like the funds wired to your checking account, complete that section of the requisition form with the ABA routing number and account number of the account into which you would like the loan proceeds deposited. Check with your bank for the ABA routing number for incoming wires, as sometimes that number is different than that shown on your checks. If this section of the form is not completed, then a check for the funds will be mailed. Note: Truist does not disburse funds to vendors. Funds are sent to you as the borrower, so that you can pay your vendor.
- Print the form on your official letterhead.
- Be sure that the signature page is signed by a person authorized to sign as set forth on page 2 in the Project Fund Agreement.
- Attach the following items to the requisition:
 - Copies of invoices;
 - For vehicles and equipment for which a title is issued, a copy of certificate of origin (MSO) or copy of the vehicle title listing and a copy of the State of GA MV-1 tax & title application listing *“GMA, P. O. Box 105377, Atlanta, GA 30348”* as 1st lienholder. The vendor typically holds the original certificate of origin until delivery, but should be willing to list the GMA lienholder information on the certificate of origin and provide a copy to you prior to delivery. The photocopy of this is sufficient for our records. (After you take delivery, take the original certificate of origin or MV-1 tax & title application to the Department of Motor Vehicles and file it. The DMV will send the original title to GMA. Upon final loan payment, the original title will be sent to you).
 - Note: for financings in which USDA is to provide permanent financing, only a copy of the USDA approval letter is required.
- E-mail the form and referenced attachments to GFProjectfunds@bbandt.com

TYPICAL TURNAROUND TIME TO PROCESS A REQUISITION IS THREE BUSINESS DAYS TO ONE WEEK. FAILURE TO INCLUDE ALL OF THE REQUIRED INFORMATION AND ATTACHMENTS WILL DELAY FUNDING. PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS FOR SUBMITTING REQUISITIONS TO AVOID DELAYS.

Wire Transfer Agreement

This Wire Transfer Agreement is dated as of _____, 20__ (this "Agreement") and is by and between CITY OF PERRY, a public body of the State of Georgia (the "Lessee"), and TRUIST BANK ("Truist").

RECITALS

The Lessee is, simultaneously with the execution and delivery of this Agreement, executing and delivering (a) a Lease Supplement dated as of the date hereof (the "Contract"), by and between the Lessee and Georgia Municipal Association, Inc. ("GMA"), and (b) a Project Fund Agreement ("Project Fund Agreement") dated as of the date hereof by and between the Lessee and Truist. GMA, will prior to the undertakings of Truist herein, assign the Contract to Truist. The purpose of the Contract is to provide for an advance of \$756,782.92 to the Lessee to finance the Lessee's acquisition of Property, as defined in the Contract. In partial consideration for Truist's assumption of the Contract, the Lessee has agreed to provide for financing proceeds to be deposited and disbursed pursuant to the Project Fund Agreement.

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, Truist and the Lessee hereby agree to the following:

Section 1. Wire Transfer Requirements. In the event a wire transfer is made by Truist to disburse funds as contemplated by this Contract or the Project Fund Agreement (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Truist by a representative of the Lessee, subject to the terms and conditions set forth herein. For the purposes of this Agreement, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee's legal counsel or the Lessee's financial advisor.

Section 2. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Truist in person by a representative of the Lessee, Truist shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to Truist. The Lessee shall not disclose, or allow to be disclosed, such Truist verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify Truist immediately.

Section 3. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Truist by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Truist (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and

account number, the Lessee acknowledges that Truist may make payment on the basis of the account number alone, that Truist is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 4. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, Truist shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by Truist, and shall report to Truist in writing, promptly, but in no event later than ten (10) business days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Truist and the Lessee agree that ten (10) business days is a reasonable time for the detection and reporting to Truist of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from Truist if such wire transfer identified in the written confirmation was actually made by Truist. For the avoidance of doubt, any such writings can be provided electronically.

Section 5. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 2, it shall be binding on the Lessee if Truist acted in good faith in making such Disbursement.

Section 6. Recordation. Truist may record any telephone conversation between Truist and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. Truist may retain such recordings for as long as Truist may deem necessary.

Section 7. Indemnification and Hold Harmless. If Truist complies with the provisions of this Agreement, the Lessee agrees that Truist shall not be responsible for any communication or miscommunication by a representative of the Lessee, and the Lessee further agrees to indemnify, to the extent allowed by law, Truist and hold Truist harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Contract or the Project Fund Agreement.

Section 8. Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Truist and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

Section 9. Choice of Law. The parties intend that Georgia law shall govern this Agreement.

Section 10. Amendments. This Agreement may not be modified or amended unless such amendment is in writing and signed by Truist and the Lessee.

Section 11. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Agreement.

Section 12. Successors and Assigns. All of the covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. Severability. If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

Section 15. Termination. This Agreement shall cease and terminate upon termination of the Contract and the Project Fund Agreement.

Section 16. E-Verify. Truist understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Truist uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Truist will require that any subcontractor that it uses in connection with the transactions contemplated by this Project Fund Agreement certify to such subcontractor’s compliance with E-Verify.

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Contract to be signed and delivered by a duly authorized officer, all as of the date first above written.

Attest:

CITY OF PERRY, GEORGIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

[SEAL]

TRUIST BANK

By: _____

Name: _____

Title: _____

[WIRE TRANSFER AGREEMENT, DATED AS OF _____, 20__]



President
Vinca Williams
Mayor, Union City

First Vice President
Jim Thornton
Mayor, LaGrange

Second Vice President
Julie Smith
Mayor, Tifton

Third Vice President
Michelle Cooper Kelly
Councilwoman, Marietta

Immediate Past President
Phil Best
Mayor, Dublin

Executive Director
Larry H. Hanson

April 6, 2021

Ms. Brenda King
Director of Administration
City of Perry
PO Box 2030
Perry, Georgia 31069

RE: Direct Installment Program

Dear Ms. King:

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 May 21, 2021 to guarantee the 2.35% 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,

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> (attach invoices)	<u>AMOUNT</u>
Truist Project Account	Enclosed	\$149,920.00

(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>
Knuckleboom Truck		\$149,920.00

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

Nominal Annual Rate: 2.350%

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	05/17/2021				149,920.00
2021 Totals		0.00	0.00	0.00	
1	08/17/2021	5,822.42	880.78	4,941.64	144,978.36
2	11/17/2021	5,822.42	851.75	4,970.67	140,007.69
3	02/17/2022	5,822.42	822.55	4,999.87	135,007.82
4	05/17/2022	5,822.42	793.17	5,029.25	129,978.57
2022 Totals		23,289.68	3,348.25	19,941.43	
5	08/17/2022	5,822.42	763.62	5,058.80	124,919.77
6	11/17/2022	5,822.42	733.90	5,088.52	119,831.25
7	02/17/2023	5,822.42	704.01	5,118.41	114,712.84
8	05/17/2023	5,822.42	673.94	5,148.48	109,564.36
2023 Totals		23,289.68	2,875.47	20,414.21	
9	08/17/2023	5,822.42	643.69	5,178.73	104,385.63
10	11/17/2023	5,822.42	613.27	5,209.15	99,176.48
11	02/17/2024	5,822.42	582.66	5,239.76	93,936.72
12	05/17/2024	5,822.42	551.88	5,270.54	88,666.18
2024 Totals		23,289.68	2,391.50	20,898.18	
13	08/17/2024	5,822.42	520.91	5,301.51	83,364.67
14	11/17/2024	5,822.42	489.77	5,332.65	78,032.02
15	02/17/2025	5,822.42	458.44	5,363.98	72,668.04
16	05/17/2025	5,822.42	426.92	5,395.50	67,272.54
2025 Totals		23,289.68	1,896.04	21,393.64	
17	08/17/2025	5,822.42	395.23	5,427.19	61,845.35
18	11/17/2025	5,822.42	363.34	5,459.08	56,386.27
19	02/17/2026	5,822.42	331.27	5,491.15	50,895.12
20	05/17/2026	5,822.42	299.01	5,523.41	45,371.71
2026 Totals		23,289.68	1,388.85	21,900.83	
21	08/17/2026	5,822.42	266.56	5,555.86	39,815.85
22	11/17/2026	5,822.42	233.92	5,588.50	34,227.35

23	02/17/2027	5,822.42	201.09	5,621.33	28,606.02
24	05/17/2027	5,822.42	168.06	5,654.36	22,951.66
2027 Totals		23,289.68	869.63	22,420.05	
25	08/17/2027	5,822.42	134.84	5,687.58	17,264.08
26	11/17/2027	5,822.42	101.43	5,720.99	11,543.09
27	02/17/2028	5,822.42	67.82	5,754.60	5,788.49
28	05/17/2028	5,822.42	33.93	5,788.49	0.00
2028 Totals		23,289.68	338.02	22,951.66	
Grand Totals		163,027.76	13,107.76	149,920.00	

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
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.
2.350%	\$13,107.76	\$149,920.00	\$163,027.76

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.

Information Return for Tax-Exempt Governmental Bonds

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

OMB No. 1545-0720

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.
▶ Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority If Amended Return, check here

1 Issuer's name
City of Perry

2 Issuer's employer identification number (EIN)

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) Room/suite
PO Box 2030

5 Report number (For IRS Use Only) **3**

6 City, town, or post office, state, and ZIP code
Perry, GA 31069

7 Date of issue

8 Name of issue
City of Perry / GMA Essential Equipment Lease-Purchase

9 CUSIP number
None

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)
Ms. Brenda King, Director of Administration

10b Telephone number of officer or other employee shown on 10a
(478) 988-2712

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	\$149,920
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19a	If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>
19b	If bonds are BANs, check only box 19b		<input type="checkbox"/>
20	If bonds are in the form of a lease or installment sale, check box		<input checked="" type="checkbox"/>

Part III Description of Bonds. 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		\$ 149,920	\$	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	\$149,920
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	Proceeds allocated to reasonably required reserve or replacement fund	26	
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	\$149,920

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

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶ _____ years

33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶ _____

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a		
b Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____			
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	37		
38a 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 Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____			
c Enter the EIN of the issuer of the master pool bond ▶ _____			
d Enter the name of the issuer of the master pool bond ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ <input type="checkbox"/>			
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ <input type="checkbox"/>			
41a If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> 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 ▶ <input type="checkbox"/>			
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 ▶ <input type="checkbox"/>			
44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ <input type="checkbox"/>			
45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement ▶ _____			
b Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____			

Signature and Consent	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.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
Paid Preparer Use Only	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 Knuckleboom Truck (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)

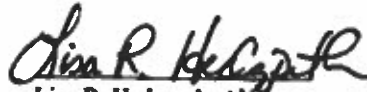
City Clerk

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:

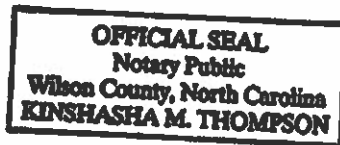
1. My name is Lisa R. Hedgpeth, and I am a resident and citizen of the State of North Carolina. I am an Assistant Vice President for Branch Banking and Trust Company ("BB&T").
2. I am providing this affidavit to comply with the law of the applicable jurisdiction which requires that any contractor doing 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: 10/2/2012

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT is dated as of _____, and is by and between **CITY OF PERRY, GEORGIA**, a public body of the State of Georgia (the “Lessee”), and **TRUIST BANK** (“Truist”), as assignee of Georgia Municipal Association, Inc. (“GMA”).

RECITALS

The Lessee is, simultaneously with the execution and delivery of this Project Fund Agreement, executing and delivering a Lease Supplement dated as of _____ (the “Lease Supplement”), by and between the Lessee and GMA. GMA, will prior to the undertakings of Truist herein, assign the Lease Supplement to Truist. The purpose of the Lease Supplement is to provide for an advance of **\$149,920.00** to the Lessee to finance the Lessee's acquisition of Property, as defined in the Lease Supplement. In partial consideration for Truist's assumption of the Lease Supplement, the Lessee has agreed to provide for financing proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS.

In this Project Fund Agreement, the term “**Project Costs**” means all costs of the design, planning, acquiring, installing of the Property as determined in accordance with generally accepted accounting principles and that will not adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Lease Payments payable by the Lessee under the Lease Supplement, including (a) sums required to reimburse the Lessee or its agents for advances made for any such costs, (b) interest during the installation process and for up to six months thereafter, and (c) all costs related to the financing of the Property through the Lease Supplement and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Lease Supplement.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date and the assignment of the Lease Supplement by GMA to Truist, Truist will deposit **\$149,920.00** into a special account of the Lessee at Truist Bank to be designated “2021-_____ “City of Perry Project Fund” (the “Project Fund”). This account shall be held separate and apart from all other funds of the Lessee. The Project Fund is the Lessee's property, but the Lessee will withdraw amounts on deposit in the Project Fund only as provided in the Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of Truist to secure the Lessee's obligations under the Lease Supplement.

2.2. Requisitions from Project Fund. The Lessee may withdraw funds from the Project Fund only after authorization from Truist. Truist will disburse funds from the Project Fund only to the Lessee and only upon its receipt of written requisitions from one of the designated Authorized Representatives named in the Certificate of Authorized Representatives contained herein and substantially in the form of Exhibit A attached hereto.

2.3. Disposition of Project Fund Balance.

(a) *Upon completion* -- Promptly after the acquisition and installation of the Property has been completed, the Lessee shall deliver to Truist a certificate to such effect signed by a Lessee Representative.

(b) *Upon default* -- Upon the occurrence of an Event of Default, Truist may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(c) *Upon event of nonappropriation* -- Upon an event of nonappropriation, Truist may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(d) *After delay or inactivity* -- If (i) more than three years have elapsed from the Closing Date or (ii) at least six months has passed from Truist's most recent receipt of a requisition for Project Costs, then Truist, upon 30 days' notice from Truist to the Lessee, may withdraw any balance remaining in the Project Fund and apply such balance against outstanding Required Payments.

(e) *Application of Project Fund balance* -- Truist will apply any amounts paid to it pursuant to this section (i) first against all Additional Payments then due and payable, (ii) then to interest accrued and unpaid to the prepayment date, and (iii) then to the prepayment, in inverse order of maturity and without premium (notwithstanding any contrary provisions of Section 3.03 of the Lease Supplement), of the outstanding principal components of Lease Payments. Such prepayment, however, will not affect any other Lessee payment obligation under the Lease Supplement. Truist will notify the Lessee of any withdrawal from the Project Fund made under this Section 2.3, and in the notice will describe its application of the funds withdrawn.

2.4. Investment. (a) The Lessee and Truist agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account.

(b) From and after the date that is three years from the Closing Date, the Lessee will not purchase or hold any investment which has a "yield," as determined under the Code, in excess of the "yield" on the Lessee's obligations under the Lease Supplement, unless the Lessee has supplied Truist with a Bond Counsel Opinion to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest components of Lease Payments would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund must be used for Project Costs.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered if in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(i) If intended for the Lessee, addressed to it at the following address: 1211 Washington Street; Perry, GA 31069 Attention: Director of Administration.

(ii) If intended for Truist, addressed to it at the following address: 5130 Parkway Plaza Boulevard, Charlotte, North Carolina 28217, Attention: Governmental Finance.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the Lessee in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that Georgia law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by Truist and the Lessee.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

The remainder of this page has been left blank intentionally; signature page follows.

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

ATTEST

CITY OF PERRY, GEORGIA

SEAL

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

TRUIST BANK

By: _____

Printed Name: _____

Title: _____

[Project Fund Agreement]

EXHIBIT B

**CERTIFICATE DESIGNATING LESSEE REPRESENTATIVES AND
OFFICIAL CUSTODIAN**

In accordance with the terms herein, the Lessee designates the following persons as Authorized Representatives authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name:	Title:	Signature:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The Lessee designates the person listed below an Official Custodian for the purposes of the Federal Deposit Insurance Corporation. The person listed below is an officer, employee or agent of the Lessee who has plenary authority, including control, over funds owned by the Lessee. Control of public funds includes possession of, as well as the authority to establish, accounts in an insured depository institution and to make deposits, withdrawals and disbursements. The Official Custodian on the account is considered the insured depositor.

Printed Name:	Signature:	Last 4 Numbers of SSN ¹ :	Date of Birth:
_____	_____	_____	_____

Upon written notification to Truist, the Lessee may update (a) Authorized Representatives to sign requisitions, or (b) the Official Custodian.

CITY OF PERRY

Name:
Title:

**The Official Custodian must provide a copy of his/her driver's license.*

¹ The last 4 digits of the official custodian's social security number will be used only to differentiate the official custodian from other Truist account holders with the same name.

EXHIBIT A

[to be prepared on Lessee's letterhead for submission]

PROJECT FUND REQUISITION

[Date] _____

E-MAIL REQUISITIONS TO: GFProjectfunds@bbandt.com

Requisition Team telephone: 252-296-0653 or 252-296-0452
Branch Banking and Trust Company (now Truist)
(Governmental Finance)

Re: Request for disbursement of funds from the Project Fund related to Contract # _____ with City of Perry, Georgia, dated _____.

To Whom It May Concern:

Pursuant to the terms and conditions of the Project Fund Agreement dated as of _____, City of Perry, Georgia (the "Lessee"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

IF REQUEST IS FINAL REQUEST, CHECK HERE .

Disbursements will be to City of Perry, Georgia

Amount: \$

For vehicles and equipment for which a title is issued, attach the following to this requisition

- **Copies of vendor invoices;**
- **Copies of the Certificates of Origin or Titles**

Project Description:
Knuckleboom Truck

Location of Property:
Perry, GA

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of Lessee:
1211 Washington Street; Perry, GA 31069

City of Perry, Georgia makes this requisition pursuant to the following representations:

1. The Lessee has appropriated in its current fiscal year funds sufficient to pay the Lease Payments and estimated Additional Payments due in the current fiscal year.
2. The purpose of this disbursement is for partial payment on the project provided for under the Contract referenced above.
3. The requested disbursement has not been subject to any previous requisition.
4. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.
5. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.
6. No Event of Default is continuing under the Lease Supplement, and no event or condition is existing which, with notice or lapse of time or both, would become an Event of Default.
7. The Lessee authorizes Truist to file or cause to be filed any Uniform Commercial Code financing statements with respect to the Property that is the subject of this requisition.
8. The Lessee has in place insurance on this portion of the Property that complies with the insurance provisions of the above-referenced Contract.

Each amount requested for payment in this requisition either (a) represents reimbursement to the Lessee for a Project Cost expenditure previously made, or (b) will be used by the Lessee promptly upon the receipt of funds from Truist to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

CITY OF PERRY, GEORGIA

By: _____

Printed Name: _____

Title: _____

INSTRUCTIONS FOR REQUESTING FUNDS FROM PROJECT FUND ACCOUNT FOR GMA FINANCINGS

- Complete the requisition form (this is an exhibit to the Project Fund Agreement), and a copy of the form is attached here.
- Fill in the amount being requested. If only a portion of the funds are being requested, fill in the dollar amount. If all of the funds in the account are being requested, fill in the amount as *"balance in account"* rather than a specific dollar amount.
- If you would like the funds wired to your checking account, complete that section of the requisition form with the ABA routing number and account number of the account into which you would like the loan proceeds deposited. Check with your bank for the ABA routing number for incoming wires, as sometimes that number is different than that shown on your checks. If this section of the form is not completed, then a check for the funds will be mailed. Note: Truist does not disburse funds to vendors. Funds are sent to you as the borrower, so that you can pay your vendor.
- Print the form on your official letterhead.
- Be sure that the signature page is signed by a person authorized to sign as set forth on page 2 in the Project Fund Agreement.
- Attach the following items to the requisition:
 - Copies of invoices;
 - For vehicles and equipment for which a title is issued, a copy of certificate of origin (MSO) or copy of the vehicle title listing and a copy of the State of GA MV-1 tax & title application listing *"GMA, P. O. Box 105377, Atlanta, GA 30348"* as 1st lienholder. The vendor typically holds the original certificate of origin until delivery, but should be willing to list the GMA lienholder information on the certificate of origin and provide a copy to you prior to delivery. The photocopy of this is sufficient for our records. (After you take delivery, take the original certificate of origin or MV-1 tax & title application to the Department of Motor Vehicles and file it. The DMV will send the original title to GMA. Upon final loan payment, the original title will be sent to you).
 - Note: for financings in which USDA is to provide permanent financing, only a copy of the USDA approval letter is required.
- E-mail the form and referenced attachments to GFProjectfunds@bbandt.com

TYPICAL TURNAROUND TIME TO PROCESS A REQUISITION IS THREE BUSINESS DAYS TO ONE WEEK. FAILURE TO INCLUDE ALL OF THE REQUIRED INFORMATION AND ATTACHMENTS WILL DELAY FUNDING. PLEASE CAREFULLY FOLLOW THE INSTRUCTIONS FOR SUBMITTING REQUISITIONS TO AVOID DELAYS.

Wire Transfer Agreement

This Wire Transfer Agreement is dated as of _____, 20__ (this "Agreement") and is by and between CITY OF PERRY, a public body of the State of Georgia (the "Lessee"), and TRUIST BANK ("Truist").

RECITALS

The Lessee is, simultaneously with the execution and delivery of this Agreement, executing and delivering (a) a Lease Supplement dated as of the date hereof (the "Contract"), by and between the Lessee and Georgia Municipal Association, Inc. ("GMA"), and (b) a Project Fund Agreement ("Project Fund Agreement") dated as of the date hereof by and between the Lessee and Truist. GMA, will prior to the undertakings of Truist herein, assign the Contract to Truist. The purpose of the Contract is to provide for an advance of \$149,920.00 to the Lessee to finance the Lessee's acquisition of Property, as defined in the Contract. In partial consideration for Truist's assumption of the Contract, the Lessee has agreed to provide for financing proceeds to be deposited and disbursed pursuant to the Project Fund Agreement.

In order to prevent unauthorized or fraudulent wire transfers through cyber fraud and other means, Truist and the Lessee hereby agree to the following:

Section 1. Wire Transfer Requirements. In the event a wire transfer is made by Truist to disburse funds as contemplated by this Contract or the Project Fund Agreement (a "Disbursement"), said wire transfer shall be delivered as directed in a written "Disbursement Authorization" provided to Truist by a representative of the Lessee, subject to the terms and conditions set forth herein. For the purposes of this Agreement, a representative of the Lessee shall include employees and elected and/or appointed officials of the Lessee, bond counsel, the Lessee's legal counsel or the Lessee's financial advisor.

Section 2. Verification Procedures. Prior to making any Disbursement pursuant to a Disbursement Authorization not delivered to Truist in person by a representative of the Lessee, Truist shall verify such Disbursement Authorization verbally via telephone communication with a representative of the Lessee. The Lessee shall ensure that a representative of the Lessee will provide such verification to Truist. The Lessee shall not disclose, or allow to be disclosed, such Truist verification procedures to any third party unless there is a legitimate business need to make such disclosure or such disclosure is required by law, and the Lessee accepts the risk of such third party knowledge of the security procedures. If the Lessee has reason to believe that a security procedure has been obtained by or disclosed to an unauthorized person or learns of any unauthorized transfer or of any discrepancy in a transfer request, then the Lessee shall notify Truist immediately.

Section 3. Payee Identification. The Lessee is solely responsible for accurately identifying the wire transfer information contained in the Disbursement Authorization delivered to Truist by a representative of the Lessee, including but not limited to the bank name and its ABA number, beneficiary's account name and account number and beneficiary's physical address, together with other information requested by Truist (collectively, "Remittance Instructions"). If the Remittance Instructions describe a beneficiary inconsistently by name and

account number, the Lessee acknowledges that Truist may make payment on the basis of the account number alone, that Truist is not obligated to detect such errors, and that the Lessee assumes the risk of any loss resulting therefrom.

Section 4. Duty to Reconcile Written Confirmation. Upon request from a representative of the Lessee, Truist shall use its best efforts to send a representative of the Lessee written confirmation of the Disbursement in the form of a reference number, beneficiary name and wire amount. A representative of the Lessee shall promptly review and reconcile the written confirmation of the Disbursement sent by Truist, and shall report to Truist in writing, promptly, but in no event later than ten (10) business days after the date of such written confirmation, any unauthorized, erroneous, unreceived or improperly executed payment. Truist and the Lessee agree that ten (10) business days is a reasonable time for the detection and reporting to Truist of such information. After that time, all items on the written confirmation will be considered correct and the Lessee will be precluded from recovering from Truist if such wire transfer identified in the written confirmation was actually made by Truist. For the avoidance of doubt, any such writings can be provided electronically.

Section 5. Unauthorized Payments. Notwithstanding any other provision herein, if a Disbursement has been verified by a representative of the Lessee pursuant to Section 2, it shall be binding on the Lessee if Truist acted in good faith in making such Disbursement.

Section 6. Recordation. Truist may record any telephone conversation between Truist and a representative of the Lessee in order to reduce the risk of unauthorized or erroneous transfers. Truist may retain such recordings for as long as Truist may deem necessary.

Section 7. Indemnification and Hold Harmless. If Truist complies with the provisions of this Agreement, the Lessee agrees that Truist shall not be responsible for any communication or miscommunication by a representative of the Lessee, and the Lessee further agrees to indemnify, to the extent allowed by law, Truist and hold Truist harmless from and against any and all losses, claims, expenses, suits, costs or damages, demands or liabilities of whatever kind or nature, whether now existing or hereafter relating in any way to a wire transfer made pursuant to the Contract or the Project Fund Agreement.

Section 8. Applicable Law. All wire transfer orders are governed by Article 4A of the Uniform Commercial Code, except as any provisions thereof that may be and are modified by the terms hereof. If any part of the applicable wire transfer order involves the use of the Fedwire, the rights and obligations of Truist and the Lessee regarding that wire transfer order are governed by Regulation J of the Federal Reserve Board.

Section 9. Choice of Law. The parties intend that Georgia law shall govern this Agreement.

Section 10. Amendments. This Agreement may not be modified or amended unless such amendment is in writing and signed by Truist and the Lessee.

Section 11. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Agreement.

Section 12. Successors and Assigns. All of the covenants and conditions of this Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective successors and assigns.

Section 13. Severability. If any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

Section 15. Termination. This Agreement shall cease and terminate upon termination of the Contract and the Project Fund Agreement.

Section 16. E-Verify. Truist understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. Truist uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. Truist will require that any subcontractor that it uses in connection with the transactions contemplated by this Project Fund Agreement certify to such subcontractor’s compliance with E-Verify.

IN WITNESS WHEREOF, each of the parties has caused this Wire Transfer Contract to be signed and delivered by a duly authorized officer, all as of the date first above written.

Attest:

CITY OF PERRY, GEORGIA

By: _____

Name: _____

Title: _____

[SEAL]

By: _____

Name: _____

Title: _____

TRUIST BANK

By: _____

Name: _____

Title: _____

[WIRE TRANSFER AGREEMENT, DATED AS OF _____, 20__]