City Council of Peachtree City
AGENDA
June 21, 2012
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Recognition of Teen CERT Graduates
Swearing In – Officer Cedric Harris

IV. **Public Comment**

V. **Agenda Changes**

VI. **Minutes**
June 7, 2012, Regular Meeting (Minutes will be completed and forwarded next week)

VII. **Monthly Reports**

VIII. **Consent Agenda**
1. **Consider Alcohol License – NEW – Gremlin Growlers, 101 Crossings East**
2. **Consider Brand Name Purchase of Spillman Fire Mobile Software Licenses**
3. **Consider Modifications To Master Lease Agreement**

IX. **Old Agenda Items**

X. **New Agenda Items**

06-12-07	**Consider RFP for Computer Hardware, Software, Peripherals & Installation**
06-12-08	**Consider Bids – Tennis Court Repairs**
06-12-09	**Consider Bid for Street Resurfacing**
06-12-10	**Consider Bid – Top Dressing**
06-12-11	**Consider Lease/Purchase Schedule #1 via City Governmental Finance Corporation with JPMorgan Chase.**
06-12-12	**Consider Participation in Georgia Class Action Lawsuit Settlement for Hotel/Motel Taxes (*City of Rome, et al vs Hotels.com, et al*)**

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

XII. **Executive Session**

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

City Event Calendar

		June
		6/18 & 19 – Budget Workshops – 6:30 pm 6/21 – City Council Meeting, 7 pm 6/23 – Peabo Bryson & Roberta Flack @ The Fred 6/26 – Rotary Candidate Forum, 7 pm @ The Wyndham
July	**August**	**September**
7/3 – Council Workshop (Tentative), 6:30 – Fayette Pops Symphony Orchestra @ The Fred 7/4 – Independence Day, City Offices Closed Parade, Fireworks 7/7 – Swingin' Medallions @ The Fred **7/12 – City Council Meeting, 7 pm** 7/14 – Richard Marx Solo @ The Fred 7/21 – The Glenn Miller Orchestra @ The Fred 7/31 – General Primary Election	8/2 – City Council Meeting, 7 pm 8/7 – Council Workshop (Tentative), 6:30 8/11 – Billy Ocean @ The Fred 8/16 – City Council Meeting, 7 pm	9/3 – Labor Day, City Offices Closed 9/4 – Council Workshop (Tentative), 6:30 9/6 – City Council Meeting, 7 pm 9/15 & 16 – Shakerag Arts & Crafts Festival 9/20 – City Council Meeting, 7 pm
October	**November**	**December**
10/2 – Council Workshop (Tentative), 6:30 10/4 – City Council Meeting, 7 pm 10/18 – City Council Meeting, 7 pm	11/1 – City Council Meeting, 7 pm 11/6 – General Election (County, State, Federal) – Council Workshop (Tentative), 6:30 11/15 – City Council Meeting, 7 pm 11/22 & 23 – Thanksgiving Holiday, City Offices Closed	12/1 – Hometown Holiday 12/4 – Council Workshop (Tentative), 6:30 12/6 – City Council Meeting, 7 pm 12/20 – City Council Meeting, 7 pm 12/24 & 25 – Christmas Holiday, City Offices Closed
	2013	
January	**February**	**March**
1/1 – New Year's Day, City Offices Closed 1/3 – City Council Meeting, 7 pm 1/17 – City Council Meeting, 7 pm	2/5 – Council Workshop (Tentative), 6:30 2/7 – City Council Meeting, 7 pm 2/21 – City Council Meeting, 7 pm	3/5 – Council Workshop (Tentative), 6:30 3/7 – City Council Meeting, 7 pm 3/21 – City Council Meeting, 7 pm

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

Updated 5/11/2012

FY2012 MONTHLY REPORT
LIBRARY

														FY2012	FY2011
ACTIVITY DESCRIPTION	UNIT	October	November	December	January	February	March	April	May	June	July	August	September	YEAR-TO-DATE	YEAR-TO-DATE
Items - Acquired	Num.	406	283	452	608	522	455	498	499					3,723	4,679
Items - Circulated	Num.	40,844	36,885	32,564	33,140	37,818	38,005	35,498	39,008					293,762	296,091
Items - Loaned to Other Libraries	Num.	1,330	1,150	969	1,185	1,321	1,129	1,250	1,258					9,592	9,358
Items - Borrowed From Other Libraries	Num.	2,321	1,910	1,920	2,103	1,918	2,274	1,941	2,012					16,399	17,084
Class Visits	Num.	2	0	3	2	5	3	2	2					19	19
Group Meetings	Num.	33	34	32	18	29	30	27	34					237	242
Monthly Traffic	Num.	22,511	18,561	17,643	17,634	20,602	26,532	20,898	22,180					166,561	162,210
Children's Programs	Num.	22	10	11	13	21	21	15	21					134	129
Number of Participants	Num.	1,561	222	217	370	600	609	341	665					4,585	3,596
Adult Programs	Num.	3	3	2	3	2	4	4	3					24	20
Number of Participants	Num.	71	41	85	215	24	104	108	61					709	431
Revenue from Overdue Books	Dls.	3,198	4,348	3,477	3,468	3,601	4,655	3,441	4,013					30,201	27,935
Revenue from Copies Made	Dls.	631	794	481	553	521	793	507	647					4,927	5,219
Reference Assistance	Num.	1,710	1,334	1,107	1,151	1,372	1,693	1,508	1,688					11,563	11,727
Internet Usage	Num.	3,072	2,772	2,233	2,362	2,508	2,589	2,358	2,359					20,253	22,168
Volunteers	Num.	38	31	30	36	40	35	35	28					273	329
Number of Hours Worked	Num.	333	213	200	275	286	305	261	256					2,129	2,481
eBook/Audio Downloads	Num.	774	894	938	840	959	883	952	946					7,186	n/a

Notes: Registration for Summer Reading Program began on 5/29. Over 1,000 children registered as of 6/11. PINES Executive Committee voted to increase fines from .10/day to .20/day for all books beginning 7/1. Peachtree City Library will launch its first "One Book" community-wide read in July. The book selected is "The Seed Underground: A Growing Revolution to Save Food" by Janisse Ray. Community partners include Peachtree City Garden Club, Peachtree City Community Garden, Peachtree City Farmers Market, UGA-Griffin, and the Southern Conservation Trust.

PEACHTREE CITY POLICE DEPARTMENT
2012 MONTHLY REPORT

	MAY 2012	APRIL 2012	2012 Calendar Year to Date	2011 Calendar Year to Date
PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary				
TOTAL PART I CRIMES	**28**	**25**	**181**	**160**
DUI ARRESTS	19	12	58	84
DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)				
TOTAL DRUG ARRESTS:	6	9	40	49
OTHER ARRESTS				
PROPERTY CRIMES	11	13	94	84
PERSON CRIMES	15	7	40	28
TRAFFIC OFFENSES	16	24	86	130
OTHER	36	39	161	177
CALLS ANSWERED:	* **3,630**	**5,504**	**27,513**	**28,332**
TRAFFIC:				
CITATIONS ISSUED	617	694	3,400	3,985
CITY ORDINANCES	70	51	247	225
WARNINGS	835	889	4,805	5,107
ACCIDENTS	95	87	447	437

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 74 / CROSSTOWN	4
HWY 54 / MARKET PLACE BLVD	3
HWY 54 / HUDDLESTON	2
HWY 74 / WISDOM	2
HWY 54 / COMMERCE	2

*Because of issues with the new CAD software, this number does not accurately reflect the number of calls for service for the month of May 2012.

Peachtree City Code Enforcement Monthly Report 2012

	Jan-12	Feb-12	Mar-12	Apr-12	May-12	Jun-12	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12	YTD	2011 YTD
Case Summary														
Cleanliness of Premises (Grass)														
New Cases	0	1	87	181	152								421	178
NOVs Reactive	0	0	2	8	3								13	22
NOVs Proactive	0	1	85	171	149								406	156
Citations	0	0	0	1	0								1	2
Unfounded	0	0	0	1	0								1	0
Cleanliness of Premises (Trash)														
New Cases	25	49	25	27	28								154	183
NOVs Reactive	3	5	6	3	7								24	30
NOVs Proactive	22	39	18	23	20								122	148
Citations	0	2	0	0	0								2	9
Unfounded	0	4	1	1	1								7	2
Cleanliness of Premises (Auto)														
New Cases	76	45	37	32	19								209	115
NOVs Reactive	2	0	3	0	2								7	8
NOVs Proactive	73	45	33	32	16								199	105
Citations	1	0	0	0	0								1	3
Unfounded	0	0	1	0	1								2	1
Parking Restrictions														
New Cases	15	17	30	24	29								115	104
NOVs Reactive	4	2	12	2	4								24	16
NOVs Proactive	11	15	17	22	24								89	81
Citations	0	0	0	0	0								0	4
Unfounded	0	0	1	0	1								2	7
Accessory Use to Dwellings														
New Cases	16	22	22	19	19								98	57
NOVs Reactive	0	0	2	2	0								4	3
NOVs Proactive	15	22	20	17	19								93	54
Citations	0	0	0	0	0								0	0
Unfounded	1	0	0	0	0								1	0
Sign Violations														
New Cases	8	7	16	18	25								74	96
NOVs Reactive	1	1	2	0	1								5	11
NOVs Proactive	7	6	14	17	23								67	83
Citations	0	1	0	0	1								2	2
Unfounded	0	1	0	1	0								2	0
Rehabs														
New Cases	0	2	3	2	4								11	0
NOVs Reactive	0	2	2	2	4								10	0
NOVs Proactive	0	0	1	0	0								1	0
Citations	0	0	0	0	0								0	0
Unfounded	0	0	0	0	0								0	0
Miscellaneous														
New Cases	7	12	17	22	26								84	90
NOVs Reactive	0	4	3	8	13								28	24
NOVs Proactive	7	4	9	12	8								40	54
Citations	0	0	0	0	2								2	4
Unfounded	0	4	5	2	3								14	11
Totals														
New Cases	147	155	237	325	302								1166	823
NOVs Reactive	10	14	32	25	34								115	114
NOVs Proactive	135	132	197	294	259								1017	722
Citations	1	3	0	1	3								8	24
Unfounded	1	9	8	5	6								29	21
Signs Confiscated	71	63	141	212	136								623	397
Parks Checked	143	116	118	114	127								618	2664

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term
Term of Appointment

May 2012
Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
David Conner Chairman *10/07/10 - 9/30/13*	14	14	13	1	06/13/2011	**93%**
Aaron Daily *10/10/11 - 9/30/14*	14	7	7	0		**100%**
Frank Destadio, Vice Chairman (Appointed to fulfill Joe Frazar's unexpired term) *4/21/11 - 9/30/12*	14	12	10	2	07/11/2011 08/08/2011	**83%**
Patrick Staples *10/01/96 - 9/30/12*	14	14	14	0		**100%**
Lynda Wojcik *02/23/09 - 9/30/13*	14	14	14	0		**100%**
Robert Napoli Alternate *10/01/11 - 9/30/12*	14	7	5	2	10/10/2011, 03/12/2012	**71%**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council**
VIA:	**City Manager**
FROM:	**Public Information Officer/City Clerk**
DATE:	**June 14, 2012**
SUBJECT:	**Alcohol License – NEW – Gremlin Growlers** ***June 21, 2012, Regular Meeting***

Recommendation:
Staff recommends that Council approve the alcohol license for Gremlin Growlers pending provision of executed lease for space at 101

Discussion:
Gremlin Growlers is a "growler" package store 101 Crossings East. Ms. Danielle Ashby has requested to be appointed as the Licensee. Mr. Glenn Gresham has asked to be appointed as the License Representative.

Growler establishments are gaining popularity in places like Athens and Atlanta. The store maintains specialty beers on tap, which are decanted into glass "growlers" (either sold to the customer or brought in for re-use) and sealed prior to the customer taking them from the store. Both the Police Chief and the City Attorney have reviewed the City's ordinance and have determined that, since the package is sealed upon removal from the store, this type of establishment complies with the City's existing alcohol ordinance.

Budgetary Impact:
The budgetary impact of the alcoholic beverage license will be positive. The applicant will be required to pay the annual fee for the consumption sale of beer, which is $775.

Attachment

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

Application For Alcoholic Beverage License

Business Name: Gremlin Growlers	**Business Location:** 101 Crossings East	
Nature of Business: Growler Station (Beer)	**Mailing Address:**	**Business Phone Number:**
Name of Licensee: Danielle Ashby	**Home Address:** 204 Riviera Ct	**Home Phone Number:** 770 289 0685
Name of License Representative: Glenn Gresham	**Home Address:** "	**Home Phone Number:** 404 908 2707

Please indicate type of licenses applying for:

	Retail Consumption Dealer		Retail Package Dealer		Wholesale Dealer
	Malt Beverage	X	Malt Beverage		Malt Beverage
	Wine		Wine		Wine
	Distilled Spirits		Distilled Spirits		Distilled Spirits

Please complete information below (use separate sheet if necessary):

NAME Individual Owner's Name, Partners' Names, Corporation Name and the name of the name of a Contact Person regarding License Changes, Taxes, etc.	**ADDRESS** Please provide Home Addresses for the individuals listed:	**PHONE NUMBERS** Please provide Home and Business Phone Numbers for individuals listed:
Glenn Gresham	204 Riviera Ct PTC GA	404 908 2707
Danielle Ashby	"	770 289 0685

Is any person who owns an interest in the license an employee of the City of Peachtree City? YES / NO

If YES, Please Provide Name of Employee: ______________________________

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State of Georgia

City of Peachtree City

I, H.C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Danielle Kristen Ashby
204 Riviera Court
Peachtree City, GA 30269

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.

HCC
H.C. "Skip" Clark II
Chief of Police

6/8/12
Date

Torey L. Ernst
Witness

PEACHTREE CITY
PLAN TO STAY™

CITY HALL
151 WILLOWBEND ROAD
PEACHTREE CITY, GA 30269
PHONE: 770-487-7657
FAX: 770-631-2505
WWW.PEACHTREE-CITY.ORG

State of Georgia

City of Peachtree City

I, H.C. "Skip" Clark II, Chief of Police for the City of Peachtree City, do hereby certify that:

Glenn Alan Gresham
204 Riviera Court
Peachtree City, GA 30269

has been investigated and found not to have been convicted of, nor to have entered a plea of nolo contendre, to any felony or misdemeanor relating to the sale or use of alcoholic beverages or illegal narcotics or drugs within five (5) years prior to the date of the application for this license.

H.C. "Skip" Clark II
Chief of Police

6/13/12
Date

Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council Members

VIA: Dr. James Pennington, City Manager
Paul Salvatore, Director of Financial Services P.S.
Angela Egan, Purchasing Agent
Ed Eiswerth, Fire Chief

FROM: Joe O'Conor, Assistant Fire Chief of Operations

DATE: June 15, 2012

SUBJECT: Request to purchase Spillman Fire Mobile Software Licenses

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Recommendation:

Staff recommends that Council authorize the brand name purchase of twenty one (21) Spillman Fire Mobile Licenses monitors for the Fire & EMS Department's fleet for the quoted price of $ 25,283.00.

Background:

The Fayette County consolidated 911 Center has upgraded their Computer Aided Dispatch Software to the Spillman brand name product earlier this calendar year. In order for the Fire & EMS Department to receive streaming dispatch information for emergency calls within the City, Spillman's proprietary mobile software is required for each apparatus. Fayette County and the City of Fayetteville Fire Departments are also planning to share building and hazard information through this common platform to optimize interoperability throughout Fayette County.

The required hardware upgrade will be addressed by the first phase of the consolidated computer hardware acquisition. Spillman's proposal includes all training and assistance necessary to implement this program.

Budget Impact:

The total cost for twenty one (21) licenses is $ 25,283.00. Finance has identified $ 24,310.00 budgeted in the 2012 Public Improvement Projects (332-4100-54-2401) for an independent telephone system at Public Works that is being addressed in the 2013 budget for a Citywide solution. The balance of $ 973.00 will be taken from the Fire Department's Professional Services line item (100-3510-52-1200). The nominal recurring cost will be addressed in the budget process.

System enhancement
Quote and Purchase Addendum

spillman technologies, inc.
reliable innovation

Quote Expiration Date	June 13, 2012
Quote Number	130-25-12

services included

- First-Year Maintenance – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year. Second-year maintenance is estimated below.
- Project Management and Installation – A Project Manager will be assigned to be your single point of contact to coordinate our expert installation and training staff to ensure a smooth upgrade transition.
- Training – Whether it's on-site, web based, or via our training database, if training is required for this purchase, all of the necessary training costs are included in this quote.

modules included

Peachtree City Fire Department

package quote
$25,283

Mobile Licenses (21 Licenses)
- Voiceless CAD
- Mobile Voiceless Dispatch
- Mobile AVL/Mapping
- Mobile Premesis/HazMat
- Cameo Database

On-Site Training Included in Quote:
- Designated Project Manager
- 1 Trip (3 Days On-site Training)
- (1) Mobile Admin Training (2 hours)
- Training manuals for each user
- Go-live Assistance
- Web-based tutorial Training

$1,203.95 Per License

Upon signature by Customer below, Customer agrees to purchase the licenses, products and/or services upon the terms as quoted in this document by Spillman, and this document shall constitute an addendum to the Purchase Agreement previously entered into between the Customer and Spillman. The terms and conditions of such Purchase Agreement, as well as the related License Agreement and Support Agreement, shall apply to the items quoted in this document.

Peachtree City Fire Department
Customer's Name

By: ______________________
Authorized representative of Customer

____
Print Name and Title

____
Date

Estimated 2nd-year maintenance $2,395

Standard payment terms include full-project invoicing upon document processing. Any non-standard payment terms must be included in writing above.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager

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

DATE: June 15, 2012

SUBJECT: April 5, 2012 Master Lease-Purchase Agreement

June 17, 2012 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council approve the change of the name of the Lessor to the Peachtree City Governmental Finance Corporation on the Master Lease-Purchase Agreement approved by City Council on April 5, 2012, and authorize the Mayor to initial that change on behalf of the City of Peachtree City on the original of the first document attached to this memo. In addition it is Staff's recommendation that City Council approve the Master Lease-Purchase Amendment, the second document attached to this memo, and authorize the Mayor to sign this document on behalf of the City of Peachtree City.

Discussion:

On April 5, 2012, City Council approved a Master Lease-Purchase Agreement for the financing of machinery and equipment over the next two years. This agreement listed the Lessor as JPMorgan Chase Bank, N.A. in error. The Lessor on the Master Lease-Purchase Agreement should have been the Peachtree City Governmental Finance Corporation. This error was recently discovered by JPMorgan Chase and they have asked both the City and the Finance Corporation to initial the change on the first page of this document. This will be brought before the Peachtree City Governmental Finance Corporation for action at their special called meeting on June 27, 2012.

Also on April 5, 2012, City Council approved a Master Lease-Purchase Addendum to the Master Lease-Purchase Agreement. JPMorgan Chase Bank, N.A. has asked that one additional item be added to that addendum regarding the delivery of the City of Peachtree City annual financial statements to the Peachtree City Governmental Finance Corporation within 180 days of the end of the City's fiscal year. This request has been reviewed by the City Finance Staff and the City Attorney and we have no concerns approving this amendment. This, too, will be brought before the Peachtree City Governmental Finance Corporation for action at their special called meeting on June 27, 2012.

Budget Impact:

There is no budget impact for either of these changes regarding the Master Lease-Purchase Agreement as previously approved.

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

Thank you for your attention to this matter.

JIC/2012 MASTER LEASE AGREEMENT CORRECTION AND AMENDMENT

CHASE

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: April 5, 2012

Lessee: PEACHTREE CITY, GEORGIA

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION ("Lessor") and the lessee identified above ("Lessee").

1. **LEASE OF EQUIPMENT.** Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. **CERTAIN DEFINITIONS.** All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. **LEASE TERM.** The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. **RENT PAYMENTS.**

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. **DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.**

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

MASTER LEASE-PURCHASE AMENDMENT
(Financial Reporting Modifications)

Dated: April 5, 2012

Master Lease-Purchase Agreement dated: April 5, 2012

Lessee: PEACHTREE CITY, GEORGIA

Reference is made to the above Master Lease-Purchase Agreement together with all previous addenda , amendments, supplements and modifications thereto (collectively, the "Master Lease") by and between PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION ("Lessor") and the above lessee ("Lessee"). This Amendment amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Lease Schedules, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. **FINANCIAL INFORMATION.** In addition to all other requirements of the Master Lease with respect to delivery of financial information, Lessee agrees to deliver to Lessor the annual audited financial information for Lessee no later than **180** days after the end of each fiscal year of Lessee.

2. **GENERAL.** Except as expressly amended by this Amendment and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. The modifications made pursuant to this Amendment shall apply to all existing and future Lease Schedules under the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first referenced above.

PEACHTREE CITY, GEORGIA

(Lessee)

By: ______________________________

Title: ______________________________

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION
(Lessor)

By: ______________________________

Title: ______________________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

FROM: **Financial Services Director** P.S.

DATE: **June 15, 2012**

SUBJECT: **Proposals for Hardware, Software, Peripherals and Installation**

June 21, 2012 City Council Meeting

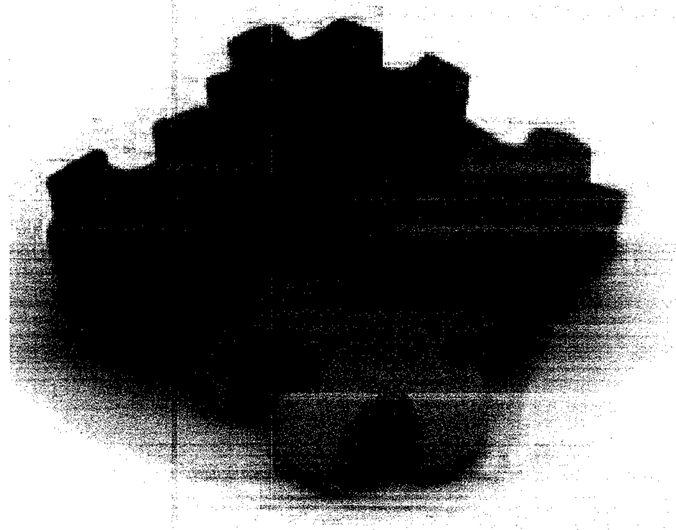
Recommendation:
Staff recommends that Council award a contract for computer hardware, software, peripherals and installation to the firm VC3 in the amount of $426,892.14.

Discussion:
The city had engaged the firm VC3 to conduct an assessment of the city's Information Technology infrastructure and human resource capabilities. A report was issued that included a list of recommendations, which basically involved replacing most of our existing infrastructure with a more effective and efficient 'private cloud' type system. The firm outlined a plan that included hardware, software, peripherals and installation services to accomplish the migration to this type of technology environment.

At the April 5, 2012 City Council Meeting, Council accepted the infrastructure plan proposed by VC3, and staff was instructed to seek competitive proposals for this plan from additional firms before proceeding. Staff engaged the IT consulting firm Southern Technology Consulting to assist with this highly technical RFP process and to provide an independent third-party assessment of what firm would be best suited to handle the project. Their complete report is attached and provides detailed support for the recommendation stated above. A representative of the firm will also be available to answer any questions at the Council meeting.

Budgetary Impact:
Funding will come from the funds previously identified in the FY 2012 budget for citywide equipment purchases in both the General Fund operating budget and the PIP.

The City of Peachtree City



RFP Evaluation Results

PEACHTREE CITY RFP 12-127PIT

Proposal for Computer Hardware, Software, Peripherals and Installation

Recommendation provided by

Peachtree City Purchasing in conjunction with Southern Tech Professional Consulting Service, June 12, 2012

Presented by:

Southern Technology Consulting

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BACKGROUND

Peachtree City was contracted to have an in-depth Technology Assessment to provide findings and recommendations to enhance their computing infrastructure. The analysis provided insight regarding the current data network, key IT systems and services providing data connectivity, stability and the general readiness of the existing network systems.

The result was a technology plan including roadmap recommendation for short-term, mid-range and long-term projects. The City Council approved the short-term assessment and authorized procurement to generate a request for proposal to support the assessment.

Peachtree City created a request for proposal (RFP No. 12-127PIT) for the purchase of computer hardware, peripherals and installation services. The city issued this RFP to accomplish the following objectives:

- Increase performance and provide more reliable systems for end-users
- Increase data security by providing better safeguards for the city's data
- Reduce total cost of ownership of IT hardware by creating a virtual environment
- Increase employee productivity by significantly eliminating downtime caused by PC issues, viruses and hardware failures
- Provide easier hardware management thus requiring fewer technicians to manage computer assets
- Increase hardware durability by migrating to thin clients
- Provide more reliable backups
- Reduce the city's carbon footprint since virtualized desktops use less power than a standard PC

The RFP was sent directly to over 140 vendors and posted onto the Peachtree City website.

There were mandatory pre-solicitation meetings that were attended by seven (7) technology service providers with the city receiving two (2) bid responses to the RFP.

REQUEST FOR PROPOSAL ANALYSIS

The proposal for Computer Hardware, Software, Peripherals and Installation RFP (12-127PIT) is designed to implement Phase I of the Information Technology Assessment provided to the city of Peachtree City by a third party IT service provider.

The elements of the RFP consist of the following activities:

ACTIVITIES	BENEFITS
Upgrade existing core network switches • Purchase additional network switches	• Provide a stable architecture • Increase throughput performance • Decrease management complexity
Implement server virtualization • Purchase virtualized infrastructure hardware and software	• Reduce operating cost • Save warrantee expense • Simplify management • Reduce capital expense to accommodate growth
Create new centralized City domain	• Enable greater potential for data protection • Lower complexity and reduce cost
Implement private internal cloud • Purchase Thin Clients • Remote Access • Virtualized desktops	• Reduce operating cost • Save warrantee expense • Simplify management • Reduce capital expense to accommodate growth
Implement centralized backup solution and include all servers in backup	• Ensure data is recoverable • Increase efficiency

EVALUATION METHODOLOGY

An approach was chosen to provide a fair, balanced evaluation of all proposals submitted. This methodology included using experienced IT professionals; a technology decision matrix for scoring; independent proposal review sessions; vendor interviews; third party certification and analysis of data; reference checks; and finally a robust comparison of the analysis from each evaluator. Once each proposal was vetted thoroughly an impartial recommendation was presented to Peachtree City procurement.

The evaluation methodology steps included:

- PTC retained the services of Southern Tech Professional Consulting Services (STPCS), a professional IT Network Services organization, to assist with the technical evaluation process.

- A two (2) step approach was used which included a technical proposal and cost proposal.

- Technical proposals were evaluated first, eliminating any service providers not meeting the mandatory requirements; then the cost proposals for the remaining service providers were evaluated.

- Three (3) STPCS evaluators reviewed the technical proposals independently and without discussion.

- A technical review decision matrix was used that served as the basis for evaluating and selecting the service provider. The decision matrix contained criteria developed by Peachtree City procurement and STPCS for information technology projects on which each of the service provider's proposals were evaluated and given weightings. The rating given by each reviewer for all selected criteria was entered into the decision matrix. These ratings were given to each proposal. Finally, the data was tabulated and used to evaluate each individual proposal. The combined evaluation ratings were aggregated for each proposal and from all reviewers across all weighted selected criteria, which created a final proposal score.

TECHNICAL ANALYSIS

The following areas were used to evaluate the technical applicability of each proposal.

Relevant Project Experience

Relevant project experience is a very good indicator of the organization's ability to perform. During the evaluation, the service provider's references, project type/size, technical requirements and experience were used to understand the potential relevance, experience and fit for this project.

The following criteria were used in the evaluation:

- Technical Qualification / Experience
- Strong reference list (similar to the current opportunity)
- Project type and size of virtualization projects
- Company focus is municipality and government service organizations
- Company reputation
- Tenure of provider
- Comprehensive capability
- Partnership with Microsoft, Citrix, Dell and VMware
- Local or regional client base
- Professional management team
- Top management has strong technical background and understanding of technology

Project Team

It is mandatory that there be sufficiency of personnel actually tasked to the engagement, and not simply or theoretically available to assist. This would include depth of experience, certifications, and similarity of previous engagements. The people provided will be able to proactively and sensitively manage the service engagement and time frame the project requires.

Each proposal was evaluated based on the following:

- Proper resources assigned
- Experience and background of key personnel
- Minimum requirements include Cisco Premier Partner with CCNP or CCIE, VMware Professional, Microsoft Certified Technology Specialist, Citrix Certified Administrator, Certified Project Manager
- Project properly staffed
- Senior resource with a high degree of expertise available and working on the project
- Sufficiency of personnel actually tasked to the engagement, and not simply or theoretically available to assist

Project Plan

The project plan should demonstrate the service provider's clear understanding of the project. This includes the thoroughness, clarity, and soundness of the proposed approach and plan that is sufficient to answer the business question. The proposal and team should properly addresses both quantitative factors and qualitative factors specific to the need which should result in the best overall supportable opinion or process.

Each proposal was evaluated based on the following:

- Clearly understand project
- Plan presented in a clear, succinct fashion
- Project plan or similar documentation provided
- Complete approach, well documented, standard methodology
- The thoroughness, clarity, and soundness of the proposed approach and plan are sufficient to answer the business question
- Technology, processes and methodology are adequately represented
- Service levels provided
- The delivered services and reports are sufficient for the business decision and documentation as necessary
- Proximity On-Site - The service providers are physically close to improve on-site access when needed and/or keep travel costs low
- Quality Control - The work plan includes sufficient control mechanisms so the integrity of the work is held optimum
- Clear explanation of exceptions/out of scope elements detailed
- Logical Process - The proposal follows a process that would appear to result in the information necessary to make the business decision or implement the desired action(s)
- Creativity - The proposal brings a unique and valuable creative resource to addressing the need
- Time Frame - The time frame for completion is suitable to the need and relative to what others would require to complete a similar scope of work

PROPOSAL RATING SCHEDULE	
Criteria	**Weight**
Relevant Project Experience	30%
Project Team	25%
Project Plan	20%
Hardware Price	10%
Installation Price	10%
Financial Stability	5%

Pricing Analysis

The following methodology was used to evaluate the pricing of each proposal.

The ratio method was utilized to award points based on the cost provided for each proposal. Below are the steps for converting the dollar amount into a score or awarded points.

With the ratio method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$$

TECHNICAL EVALUATION AND SCORING

The technical evaluation and scoring focused on the evaluation criteria presented above. The analysis of Presidio and VC3 uncovered that both organizations were qualified from a technical perspective. They both have experienced technical resources; the minimum required certifications and partnerships were available from both companies; both had relevant project experience with municipalities; and the proposals delineated sufficient staffing for the project teams.

However VC3 did put forth a more comprehensive project plan. Their plan provided clarity, with sufficient details. They outlined their On-Boarding process which was thorough, sound and complete. The quality checks and risk mitigation steps to ensure a fundamentally sound and quality implementation was very well documented. They communicated and proved a clear and conscience understanding of the project and its deliverables.

VC3 also has a depth of knowledge related to the current infrastructure and its current state along with a detailed understanding of the short-term implementation plan that significantly reduces the risk associated with the installation project.

The references that VC3 provided validated their level of knowledge and confirmed an acceptable level of customer satisfaction they experienced while working with VC3 on their hardware installation projects. They also commented positively on the professionalism of VC3.

Additionally, they provided the least price to the city of Peachtree City for both the hardware procurement and installation activities.

As a result, the VC3's proposal was favored over Presidios.

Below are scores and weights from each evaluator supporting the decision.

DETAIL SCORES & WEIGHTS							
FIRM NAME:	**PRESIDIO**						
Reviewer Name:		ADAMS		HARRIS		SMITH	
Criterion	**Weight**	Rating	Score	**Rating**	**Score**	Rating	Score
Relevant Project Experience	0.30	4	1.20	3	0.90	4	1.20
Project Team	0.25	5	1.25	4	1.00	4	1.00
Project Plan	0.20	3	0.60	2	0.40	4	0.80
Hardware Price	0.10	4.8	0.48	4.8	0.48	4.8	0.48
Installation Price	0.10	3.49	0.35	3.49	0.35	3.49	0.35
Financial Stability	0.05	4	0.20	4	0.20	4	0.20
Total	1.00		4.08		3.33		4.03

FIRM NAME:	VC3						
Reviewer Name:		ADAMS		HARRIS		SMITH	
Criterion	**Weight**	Rating	Score	**Rating**	**Score**	Rating	Score
Relevant Project Experience	0.30	4	1.20	4	1.20	4	1.20
Project Team	0.25	4	1.00	4	1.00	4	1.00
Project Plan	0.20	5	1.00	4	0.80	4	0.80
Hardware Price	0.10	5	0.50	5	0.50	5	0.50
Installation Price	0.10	5	0.50	5	0.50	5	0.50
Financial Stability	0.05	4	0.20	4	0.20	4	0.20
Total	1.00		4.40		4.20		4.20

Below are the final scores for the technical and pricing evaluation.

FINAL CUMULATIVE SCORE		
Reviewer	**Presidio**	**VC3**
ADAMS	4.08	4.40
HARRIS	3.33	4.20
SMITH	4.03	4.20
Average Rating	3.81	4.27
Winning Score – VC3		4.267

Based on the technical and pricing analysis the winning score at 4.27 is VC3.

Exhibit 1 – Final Cumulative Score Graph

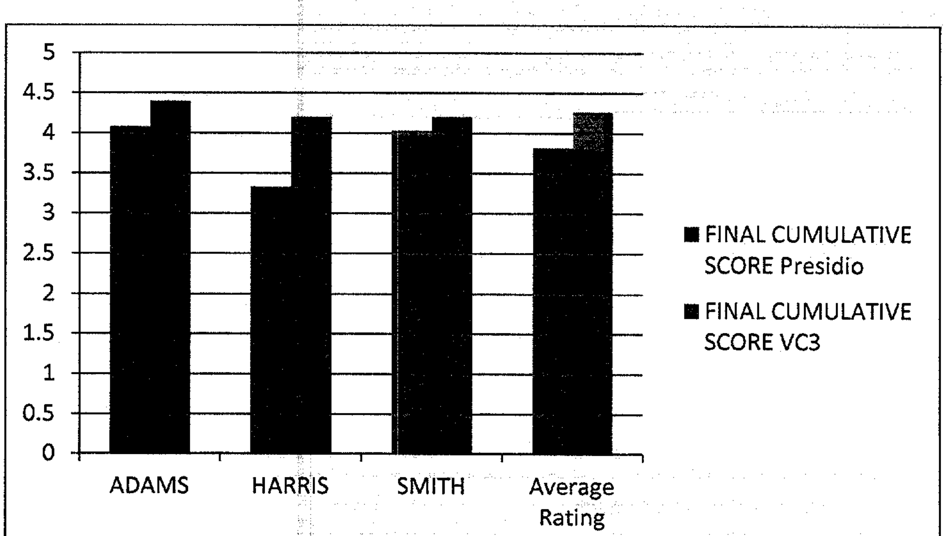


Exhibit 1 – Final Cumulative Score Graph –VC3 average rating 4.27 vs. Presidio 3.81

PRICING EVALUATION

The following pricing proposals were received for the Computer Hardware, Software, Peripherals and Installation RFP.

PRICING EVALUATION					
Company	**Hardware**	**Installation**	**Total**	**HW Score**	**Installation Score**
Presidio	$337,432.74	$147,000.00	$484,432.74	4.800	3.490
VC3	$324,089.58	$102,802.56	$426,892.14	5.000	5.000
Winning Score - VC3					5.000

Based on the pricing analysis the winning score for both hardware and installation is VC3.

Exhibit 2 – Pricing Graph

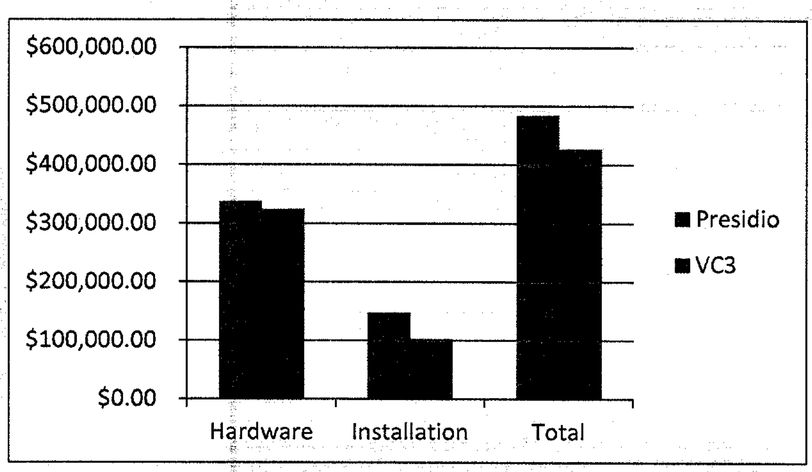


Exhibit 2 - Pricing Graph – Shows VC3 has the lower proposal price on both Hardware and Installation

AWARD RECOMMENDATION

After much analysis, our recommendation for the Computer Hardware, Software, Peripherals and Installation project award is for VC3 for the following reasons:

- VC3 had the best technical decision matrix score after evaluating both companies' relevant project experience, project teams, project plans, price and financial stability.
- VC3 has extensive municipality installation and support projects (over 100 municipality customers).
- In terms of project price VC3's proposal was the lowest and scored best after the pricing analysis.
- VC3 had a complete, comprehensive and detailed project plan itemizing each element carefully so that a clear understanding was obtained regarding their execution process.
- VC3 understands the current network infrastructure, familiarity with the project and detailed knowledge of the installation plan increases the likelihood for a successful installation.
- The inclusion of a detailed project plan including possible down-time help justify the project completion timeline.
- The recommendation of limited roll out to a pilot group before the full roll out helps reduce overall project risk.
- VC3's On-board process is documented thoroughly along with their transition plan for the installation implementation.
- Providing an escalation process up through and including the CEO indicates the support and buy in from senior management.
- All VC3 employees have been fingerprinted by the FBI and have cleared and passed national criminal background checks.
- VC3 met all certifications and partnership requirements and preferences.

Therefore, after careful consideration and analysis of experience, project team, project plans, trust in the vendor, and ensuring that the end product will meet the city of Peachtree City's needs, we recommend that the Computer Hardware, Software, Peripherals and Installation project (RFP 12-127PIT) be awarded to VC3 for a total bid of **$426,892.14**.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and Council Members**

VIA: **City Manager**
Financial Services Director
Assistant Finance Director
Purchasing Agent

FROM: **Public Services Director**

DATE: **June 15, 2012**

SUBJECT: **Paving Contract Award for Various Streets**
June 21, 2012 City Council Agenda

Recommendation:

Staff recommends that City Council Authorize the Unit Cost Bid for the paving of various roads to Blount Construction Company of Marietta Georgia for their unit cost bid of **$2,693,750.91.**

Discussion:

Over the past year Staff has come to council recommending approval for contracts associated with the Georgia Department of Transportation (GDOT) Local Assistance Road Program (LARP) and Local Maintenance and Improvement Grant (LMIG) which are standard GDOT contracts for state assistants associated with paving operations. As a result of these contracts staff spent many hours preparing detailed specification for the paving, striping, guardrail installation and drainage improvements in various locations throughout the City. The Streets specifically included in this bid are: Dividend Drive, Kelly Green, Loblolly Circle, Hilltop Drive (from Hippocket to Willow Road), Clover Reach (Clover Green to SR 74), Morallion Hills, Southwick Lane, North Peachtree Parkway (SR 54 to SR74) and Wisdom Road.

As part of this bid process council has approve the use of Full Depth Reclamation (FDR) for the rehabilitation of Dividend Drive. This was chosen as research has shown this to be more cost effective alternative to previous paving operations which would have been used in the past such as cutting and patching or a simple overlay which would not have near the life expectancy. Also FDR lessons the potential for changes to the contract due to unknown conditions.

The FDR concept was proven to be more cost effective during the bid when contractors suggested that we considered using this same process for other roads for which staff was suggesting cutting and patching. As such staff amended the bid documents to include a FDR alternate option for Morrallion Hills and Southwick Lane as both showed significant signs of base failure. Staff was amazed that this alternative (which will rehabilitate 100% of the base versus 40% to 50% with the cut and patch option) can be completed for slightly less than the original scope of the project. Therefore, as part of this recommendation staff is suggesting that council move forward with the FDR alternate for Morrallion Hills and Southwick Lane.

Also, as part of this process staff include drainage improvements for the intersection of Paschall and Dividend, TDK and Dividend, as well as under Loblolly Circle. During the investigation of these projects it was determined that the drainage systems in these areas were at their useful life and should be replace prior to paving to avoid damage to the new pavement sections in the future. Other items include in this project are the installation of bike lanes via the new striping on Dividend Drive, and guardrail along Peachtree Parkway.

Therefore with the inclusion of the items discussed above the bid results were as follows:

Blount Construction	**$ 2,693,750.91**
C.W. Matthews	$ 2,770,354.61
Stewart Brothers	$ 3,019,914.81

Staff has contacted references for Blount Construction and recommend that they be awarded this unit cost bid in the amount of $2,693,750.91

Budget Impact:

Funding for this project will be combination of SPLOST, LMIG, LARP, and Stormwater Utility renewal and extension funds. The expected breakdown for each funding source is as follows:

SPLOST	$ 2,046,190.41
LARP/LMIG	$ 469,633.00
Stormwater Utility R&E	$ 177,927.50
TOTAL	**$ 2,693,750.91**

cc: City Engineer

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Jim Pennington, City Manager

VIA: Paul Salvatore, Finance Director P.S.
Janet Camburn, Asst. Finance Director
Angela Egan, Purchasing Agent

FROM: Jonathan N. Rorie, Community Services Director

DATE: June 14, 2012

SUBJECT: Tennis Court Resurfacing-Bid Award
June 21, 2012, City Council Meeting

Recommendation:

Staff recommends that the bid be awarded to Court Makers Inc. for an amount not to exceed $230,000, to clean, fill cracks, resurface and apply a synthetic court surface on ten (10) outdoor tennis courts located throughout the City.

Discussion:

Recently, the city received bids for the repair, resurfacing, and installation of synthetic tennis court surface on ten (10) city courts. The courts include:

- Four (4) courts at Glenloch Recreation Facility
- Two (2) courts at Braelinn Recreation Facility
- Two (2) courts at Blue Smoke Park
- Two (2) courts at Smokerise Park

It is possible that the city might incur some additional costs if the need arises to replace some of the net post, due to unstable surface conditions. Upon completion of this project ten (10) of the tennis courts throughout the city will be repaired and overlayed with a synthetic surface to provide longer durability and more predictable/defined maintenance costs for upcoming budget years. However, two (2) courts at Pebble Pocket Park were recently repaired and resurfaced using traditional methods for hard courts and will not receive a synthetic overlayment.

Budgetary Impact:

The resurfacing of the tennis courts is an approved project utilizing facility bond funding, therefore, staff proposes that funding of up to $230,000 for these expenses be drawn from Facilities Authority Bond and assigned to project code CIP-056.

CITY OF PEACHTREE CITY
BID TABULATION SHEET

BID TITLE: Tennis Court

BIDS OPENED BY: Charlotte Burns

DATE: 7 June 2012

WITNESSED BY: Angela Egan

BUDGET:

TIME COMPLETED: 11:07

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
C3A Sports	Norcross, GA	$194,400.00		
Southeastern Tennis Cts	Lilburn, GA	$149,740.		
Flat Creek Enterprizes	Roswell, GA	$162,000.00		
Court makers	Marietta, GA	$130,500.00		

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and Council Members**
VIA:	**City Manager** **Financial Services Director** P.S **Assistant Financial Services Director** **Purchasing Agent** **Community Services Director**
FROM:	**Public Services Director**
DATE:	**June 14, 2012**
SUBJECT:	**Purchase of Top Dresser** ***June 21, 2012 City Council Meeting***

Recommendation:

Staff recommends that City Council award the bid for a Top Dresser to Millcreek Manufacturing for three for their bid amount not to exceed **$17,500.00.**

Discussion:

As part of our turf maintenance program top dressing is required for all sports fields on a regularly scheduled basis. As such staff requested bids for qualified equipment to cost effectively and efficiently complete this task. Not only will this process help to complete routine maintenance, but will aid in field recovery as needed following a tournament event. In addition this equipment can be used to apply gravel to parking lots as well as other similar uses. Two bids were received for these products as follows:

BIDDER	BID AMOUNT
Millcreek Manufacturing	**$ 17,500.00**
Jerry Pate Turf & Irrigation	$ 20,960.00

Based on the bids received, staff recommends the purchase of the top dresser from Millcreek Manufacturing for a total bid amount of $17,500.

Budget Impact:

If approved by City Council, funds totaling **$17,500** will be dispersed from tournament fund account 224-6129-542050.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-027

DATE 6/21/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
244-6129-347562	xxx	Tournament Fees - BSC Soccer	520	
244-6129-347564	xxx	Tournament Fees - BSC Baseball	5,795	
244-6129-347565	xxx	Tournament Fees - Braelinn Baseball	185	
244-6129-347566	xxx	Tournament Fees - Meade Adult SB	1,680	
244-6129-347568	xxx	Tournament Fees - Meade Girls SB	3,435	
244-6129-542050	xxx	Machinery & Equipment	11,615	
244-6129-542050	xxx	Machinery & Equipment	5,885	
244-6129-541200	xxx	Site Improvements		5,885

To increase budgeted revenue in Tournament Fees Fund 244 by $11,615 to recognize tournament fees collected and not yet budgeted and increase Machinery & Equipment in the fund by the same amount of $11,615. In addition, transfer funds from Site Improvements in the Tournament Fees Fund to Machinery & Equipment in the amount of $5,885. This will provide a total of $17,500 in the Machinery & Equipment line item for the purchase of a Top Dresser to be used on the sports fields.

Entered __________

Approved __________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: James L. Pennington, City Manager

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

DATE: June 15, 2012

SUBJECT: Master Lease-Purchase – Lease Schedule #1

June 17, 2012 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council approve Lease Schedule #1 (1000136084) for the financing of patrol vehicles for the Police Department and a track loader for the Public Works Department in the total amount of $485,945.53 and authorize the Mayor to sign the documents and the Mayor and City Council Members to sign the City's Certificate of Incumbency.

Discussion:

On April 5, 2012, City Council approved a Master Lease-Purchase Agreement for the financing of machinery and equipment over the next two years. This request is for Lease Schedule (Draw) #1 against that Master Lease-Purchase Agreement. The total amount of Schedule #1 of $485,945.53 is for patrol vehicles for the Police Department and a track loader for the Public Works Department. The vehicles and equipment will be financed over a five (5) year period with the first quarterly payment due September 30, 2012 and the last payment on June 30, 2017. The interest rate for this loan is 1.34% per annum.

The City is expected to close on this transaction on either June 28 or June 29 following approval of this transaction by the Peachtree City Governmental Finance Corporation who will meet on June 27, 2012. The documents attached to this memo are dated June 25, 2012. The final documents to be signed by the Mayor and City Council will be available at the June 21, 2012 Council meeting with the corrected closing date.

An Opinion Letter from the City Attorney will be available at the June 21, 2012 Council meeting.

Budget Impact:

Funds for the 2012 debt service payment have been previously budgeted. Debt service payments for future fiscal years will be included in the annual operating budgets proposed to City Council.

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

Thank you for your attention to this matter.

Attachments

JIC/2012 MASTER LEASE AGREEMENT – Schedule #1

CHASE

LEASE SCHEDULE

Dated as of: **JUNE 25, 2012**

Lease No.: **1000136084**

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated APRIL 5, 2012

A. **EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.

B. **EQUIPMENT LOCATION:** See Attached Schedule A-1

C. **ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.

D. **ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.

E. **RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the commencement date thereof and the Lease Term of this Lease Schedule are set forth on the Payment Schedule attached to this Lease Schedule.

F. **RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).

Equipment/Escrow Acceptance Date: ________________, 20___

PEACHTREE CITY, GEORGIA

(Lessee)

By: ______________________________

Title: ______________________________

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(Lessor)

By: ______________________________

Title: ______________________________

SCHEDULE A-1
Equipment Description

Lease Schedule No. **1000136084** dated **JUNE 25, 2012**

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Description: Public safety vehicles, IT software and equipment, and a compact track loader more fully described below.

Vendor	Description	VIN/Serial Number	Invoice Number	Amount
LOCATION: Police Department 350 Hwy 74 South Peactree City, GA 30269				
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U29CL601071	98266	$ 26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U26CL600461	98261	26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U25CL601195	98262	26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U22CL602174	98268	26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U22CL601154	98263	26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U21CL600447	98265	26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U25CL600483	98267	26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U22CL601137	98264	26,233.00
Whiteside Chevrolet	2012 Chevrolet Caprice	6G1MK5U2XCL601189	98269	26,233.00
Whiteside Chevrolet	Diagnostic Equipment	N/A	98321	3,800.00
Motorola Solutions	Radios (9)	See Invoice Detail	41162798	28,295.19
Graphic Designs	Graphic Kits (9)	See Invoice Detail	42194	5,261.34
Coban Technologies	Edge System & Options (9) sensors, cameras	See Invoice Detail	3952	46,530.00
Transcomm Services	Accessories (9)	See Invoice Detail	96370	114,354.00
Transcomm Services	Accessories Installations (9)	N/A	96574	11,034.00

This Schedule A-1 is attached to the Lease Schedule or a Receipt Certificate/Payment Request relating to the Lease Schedule.

PEACHTREE CITY, GEORGIA

(Lessee)

By: ______________________

Title: ______________________

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION
(Lessor)

By: ______________________

Title: ______________________

SCHEDULE A-1
Equipment Description

Lease Schedule No. **1000136084** dated **JUNE 25, 2012**

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Description: Public safety vehicles, IT software and equipment, and a compact track loader more fully described below.

	Total Cost 2012 Police Vehicles (9)			**445,371.53**
LOCATION: Public Works Department 209 McIntosh Trail Peachtree City, GA 30269				
Bobcat of Atlanta	Compact Track Loader with 2 buckets	T650-A17 SJC NT- S/N A3P013335; 67314112032 & 33	S11-019170	40,574.00
	Total Financing			**$ 485,945.53**

Expected Equipment Purchase Price	$ 485,945.53
Less Discount/Down Payment	N/A
Net Amount Financed	**$ 485,945.53**

Page2

This Schedule A-1 is attached to the Lease Schedule or a Receipt Certificate/Payment Request relating to the Lease Schedule.

PEACHTREE CITY, GEORGIA	**PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION**
(Lessee)	(Lessor)
By: ____________________	By: ____________________
Title: ____________________	Title: ____________________

PAYMENT SCHEDULE

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **1000136084** Dated **JUNE 25, 2012**

Accrual Date: **JUNE 25, 2012**

Amount Financed: **$485,945.53**

Interest Rate: **1.34%** per annum

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Principal Balance	Termination Value
1	9/30/2012	$25,165.65	$1,718.36	$23,447.29	$462,498.24	$462,498.24
2	12/30/2012	$25,165.65	$1,549.37	$23,616.28	$438,881.96	$438,881.96
3	3/30/2013	$25,165.65	$1,470.25	$23,695.40	$415,186.56	$415,186.56
4	6/30/2013	$25,165.65	$1,390.87	$23,774.78	$391,411.78	$391,411.78
5	9/30/2013	$25,165.65	$1,311.23	$23,854.42	$367,557.36	$367,557.36
6	12/30/2013	$25,165.65	$1,231.32	$23,934.33	$343,623.03	$343,623.03
7	3/30/2014	$25,165.65	$1,151.14	$24,014.51	$319,608.52	$319,608.52
8	6/30/2014	$25,165.65	$1,070.69	$24,094.96	$295,513.56	$295,513.56
9	9/30/2014	$25,165.65	$989.97	$24,175.68	$271,337.88	$271,337.88
10	12/30/2014	$25,165.65	$908.98	$24,256.67	$247,081.21	$247,081.21
11	3/30/2015	$25,165.65	$827.72	$24,337.93	$222,743.28	$222,743.28
12	6/30/2015	$25,165.65	$746.19	$24,419.46	$198,323.82	$198,323.82
13	9/30/2015	$25,165.65	$664.38	$24,501.27	$173,822.55	$173,822.55
14	12/30/2015	$25,165.65	$582.30	$24,583.35	$149,239.20	$149,239.20
15	3/30/2016	$25,165.65	$499.95	$24,665.70	$124,573.50	$124,573.50
16	6/30/2016	$25,165.65	$417.32	$24,748.33	$99,825.17	$99,825.17
17	9/30/2016	$25,165.65	$334.41	$24,831.24	$74,993.93	$74,993.93
18	12/30/2016	$25,165.65	$251.23	$24,914.42	$50,079.51	$50,079.51
19	3/30/2017	$25,165.65	$167.77	$24,997.88	$25,081.63	$25,081.63
20	6/30/2017	$25,165.65	$84.02	$25,081.63	$0.00	$0.00
	Total	$503,313.00	$17,367.47	$485,945.53		

PEACHTREE CITY, GEORGIA

(Lessee)

By: ______________________

Title: ______________________

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION
(Lessor)

By: ______________________

Title: ______________________

OFFICIAL INTENT RESOLUTION

WHEREAS, Peachtree City (the "City") expects to obtain financing (the "Obligations") through the Peachtree City Governmental Finance Corporation, Inc., in a principal amount not to exceed $1,600,000 to finance the costs of acquiring a bobcat loader, dump trucks, dump beds, technology equipment, software systems, fire apparatus, and police vehicles (the "Project"); and

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

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

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

1. The City declares its intent to use proceeds of the Obligations to reimburse its General Fund for moneys used to pay expenditures related to the Project.

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

DULY ADOPTED THIS 1st day of September, 2011.

PEACHTREE CITY

(SEAL)

By: Donnie O. Haddix
Donnie O. Haddix
Mayor

Attest: Ann E. Tyler
Ann E. Tyler
City Clerk

STATE OF GEORGIA

FAYETTE COUNTY

CITY CLERK'S CERTIFICATE

I, ANN E. TYLER, City Clerk of Peachtree City, **DO HEREBY CERTIFY** that the foregoing page constitutes a true and correct copy of an official intent resolution adopted by the City Council of Peachtree City (the "Governing Body") at an open public meeting duly called and lawfully assembled at 7:00 p.m., on the 1st day of September, 2011, the original of such resolution being duly recorded in the Minute Book of the Governing Body, which Minute Book is in my custody and control.

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

Don Haddix

Vanessa Fleisch

Doug Sturbaum

Kim Learnard

Eric Imker

and that the following members were absent:

____

____

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

Aye 5 Nay 0

WITNESS my hand and the official seal of the Peachtree City, this the 1st day of September, 2011.

Ann E. Tyler
Ann E. Tyler
City Clerk

(SEAL)

CHASE

VEHICLE SCHEDULE ADDENDUM

Dated As of: **JUNE 25, 2012**

Lease Schedule No: **1000136084**

Lessee: **PEACHTREE CITY, GEORGIA**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:

   (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

   (b) the public liability insurance required by the terms of clauses (b) of Section 14.1 of the Master Lease shall be in an amount not less than $1,000,000.00 combined single limit per unit per occurrence. Physical damage should not be less than the replacement cost coverage for the equipment identified on the Schedule A-1;

   (c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

   (d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

PEACHTREE CITY, GEORGIA

(Lessee)

By: ______________________________

Title: ______________________________

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(Lessor)

By: ______________________________

Title: ______________________________

PREPAYMENT SCHEDULE ADDENDUM
(24-Month Lockout Period)

Dated As Of **JUNE 25, 2012**

Lease Schedule No. **1000136084**

Lessee: **PEACHTREE CITY, GEORGIA**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION ("Lessor"), and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary herein or the Lease, Lessee and Lessor agree that Lessee shall not exercise its prepayment or early purchase rights under the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule) or this Addendum prior to the end of the Lock-Out Period specified below.

Lock-Out Period: the first 24 months of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease **and** so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period") **and** so long as the above Lock-Out Period has expired, Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.

3. The parties acknowledge that the Termination Value column of the Payment Schedule to the Schedule is included solely for purposes of the calculations required by Section 13.3 of the Master Lease (casualty loss of Equipment), Section 14.1 of the Master Lease (required amount of casualty loss insurance) and Subsection 20(c) of the Master Lease (post-default remedies of Lessor) and said Termination Value column does not negate the restrictions on purchase options or voluntary prepayment in paragraphs 1 and 2 of this Addendum.

4. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first written above.

PEACHTREE CITY, GEORGIA	**PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION**
(Lessee)	(Lessor)
By: ______________________	By: ______________________
Title: ______________________	Title: ______________________

(prepay-muni-24 month lockout period)

CHASE

PEACHTRE CITY, GEORGIA CERTIFICATE OF INCUMBENCY

Dated: **JUNE 25, 2012**

Lease Schedule No: 1000136084

Lessee: **PEACHTREE CITY, GEORGIA**

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
Don Haddix	Mayor	
Kimberly Learnard	Council Member	
	Council Member	
	Council Member	
	Council Member	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

____
Signature of Secretary/Clerk of Lessee

Print Name: ______________________________

Official Title: ______________________________

Date: ______________________________

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement / documents by the above incumbency, this certificate must also be signed by a second officer.

Print Name: ______________________________ Signature: ______________________________

Title: ______________________________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Public Information Officer/City Clerk

DATE: June 14, 2012

SUBJECT: Consider Participation in Georgia Class Action Lawsuit Settlement for Hotel/Motel Taxes
June 21, 2012, City Council Meeting

Recommendation:
Staff recommends participation in the *City of Rome, Georgia, et al., versus Hotels.Com, L.P., et al.*, class action lawsuit to recoup Hotel/Motel Taxes.

Discussion:
The attached documents reflect a class action lawsuit by the City of Rome, Georgia, on behalf of all Georgia municipalities charging Hotel/Motel Tax. Peachtree City is eligible to participate by virtue of our Lodging Tax Ordinance.

The complaint involved the payment of the tax from online travel companies such as Expedia, Hotwire, Hotels.com, etc., that accept payment for prepaid hotel reservations. Defendants had been collecting and remitting the tax based on the wholesale rate charged to the site by the hotels, rather than the retail price charged by the defendants to travelers.

Plaintiffs have agreed to enter into a partial settlement agreement for transactions after May 16, 2011, but will continue to dispute the issues of the suit on transactions on or before that date. Peachtree City must now decide whether to participate in the settlement.

The options are to:

1. Remain a Class Member and be bound by the any judgment (with no out of pocket expenses for legal fees or administrative costs, but no option to pursue independent claims against defendants).
2. Remain a Class Member and Object to the Settlement.
3. Exclude Peachtree City from the Class (receive no settlement funds but retain right to pursue independent claim against defendants).

Further details are included in the attached documents, and the City Attorney will present additional information and answer any questions Council may have at the meeting.

Budget Impact:
At this time, it is not know if any hotel/motel tax funds have been withheld from the city. If such funds were withheld, then this item could have a positive budgetary impact on the Hotel Motel Tax revenue fund following final settlement of the case. The City's participation in the class action will result in the expenditure of minimal, if any, legal fees in the collection of any sums.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

CITY OF ROME, GEORGIA, *et al.*, Plaintiffs, v. HOTELS.COM, L.P., *et al.*, Defendants.	Civil Action 4:05-CV-249 (HLM)

CLASS ACTION NOTICE

PLEASE READ THIS NOTICE CAREFULLY – YOU MAY RECEIVE COMPENSATION FROM THIS PARTIAL SETTLEMENT OF A CLASS ACTION LAWSUIT NOW PENDING IN THIS COURT

The federal court authorized this Notice. It is not from a lawyer.

TO: **Each city and county in the State of Georgia** that has enacted hotel excise tax ordinances pursuant to the "State Enabling Act," to-wit O.C.G.A. § 48-13-50, *et. seq.*, and/or the City Attorney or County Attorney for (or other duly authorized representative of) such cities and counties with the exception of the cities of Atlanta and Columbus, such cities and counties being hereinafter referred to as the "Class Members."

- This partial settlement resolves claims concerning certain prospective injunctive relief for the hotel excise tax payments and reports to Class Members and the obligations, rights and duties of Defendants Expedia Inc., Hotwire Inc., Hotels.com L.P., Hotels.com GP LLC, Travelnow.com Inc.; Trip Network Inc. (d/b/a CheapTickets,com); Travelport, Inc. (f/k/a Cendant Travel Distribution Services Group, Inc.); Orbitz, Inc.; Orbitz, LLC; Internetwork Publishing Corp. (d/b/a lodging.com); priceline.com Incorporated; Lowestfare.com LLC.; Travelweb LLC; Travelocity.com Inc.; Travelocity.com LP; and Site59.com

LLC regarding the payment of hotel excise taxes to the Class Members **after May 16, 2011 going forward.**

- The partial settlement will provide cash payments for hotel excise taxes to the Class Members **from May 16, 2011 (with interest at 7% until paid) and going forward**.

- Plaintiffs' claims regarding Defendants' alleged obligations to pay hotel excise taxes, damages, interest, penalties, and attorneys' fees to the Class Members for hotel room transactions occurring **prior to May 16, 2011** remain at issue in this litigation for future determination.

- Plaintiffs' claims regarding Defendants' alleged obligations to pay hotel excise taxes, penalties and attorneys fees to the Class Members on amounts in excess of the Room Rate disclosed to consumers (ex. "service fees", "extra-person fees" and on breakage) **after May 16, 2011** remain at issue in this litigation for future determination.

- The legal rights of your city or county are affected whether you act or don't act. **Please read this Notice carefully.**

- The rights and options of Class Members – **and the deadlines for how each right or option may be exercised** – are explained in this Notice.

- The Court still has to decide whether to approve this partial settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are ruled on.

A. The Nature and History of the Lawsuit.

This lawsuit was filed by Plaintiffs City of Rome, Hart County and City of Cartersville on November 18, 2005, individually and on behalf of a statewide putative class of all cities and counties in the State of Georgia which had enacted hotel excise tax ordinances pursuant to the State Enabling Act.

The named Plaintiff Class Members are the City of Rome, Georgia; Hart County, Georgia; City of Cartersville, Georgia; City of Hartwell, Georgia; Cobb County, Georgia; City of Cedartown, Georgia; City of Dalton, Georgia; Gwinnett County, Georgia; Fulton County, Georgia; City of Rockmart, Georgia; City of East Point, Georgia; City of Warner Robins, Georgia; City of Tybee Island, Georgia; DeKalb County, Georgia; City of College Park, Georgia; City of Alpharetta, Georgia; City of Macon, Georgia; Augusta-Richmond County, Georgia; and Clayton County, Georgia (the "Named Plaintiffs").

The Defendants are online travel companies ("OTCs" or "Defendants") or their affiliates and include the following: Expedia Inc., Hotwire Inc., Hotels.com L.P., Hotels.com GP LLC, Travelnow.com Inc.; Trip Network Inc. (d/b/a CheapTickets,com); Travelport, Inc. (f/k/a Cendant Travel Distribution Services Group, Inc.); Orbitz, Inc.; Orbitz, LLC; Internetwork Publishing Corp. (d/b/a lodging.com); priceline.com Incorporated; Lowestfare.comLLC.; Travelweb LLC; Travelocity.com Inc.; Travelocity.com LP; and Site59.com LLC. When operating under the Merchant Model of Business wherein the Defendants facilitated the transaction with travelers for pre-paid reservations with hotels, motels or other lodging accommodations in this State, Defendants have heretofore caused the collection and remittance of hotel excise taxes to the Class Members jurisdictions based on the amount the Defendants are charged by the hotels for the accommodations (the "wholesale rate") rather than the retail price charged by Defendants to travelers for the prepaid reservation, which Plaintiffs claim results in the loss of potential hotel excise taxes ("the Incremental Taxes") to Class Members.

Plaintiffs allege, *inter alia*, that: (1) the Defendants have collected but not remitted, or in the alternative, were obligated to collect and remit, hotel excise taxes to the Named Plaintiffs and the Class Members pursuant to the State Enabling Act and the Class Members' ordinances enacted in accordance therewith ("Plaintiffs' Ordinances"), (2) that Defendants' conduct under the circumstances and failure to properly remit the excise taxes due each Class Member violated the State Enabling Act, Plaintiffs' Ordinances and the Uniform Deceptive Trade Practices Act, O.C.G.A. § 10-1-372 ("UDTPA"), and (3) constituted conversion and breach of trust of Class Members' monies, giving rise to claims for damages, injunctive relief and constructive trust (the "Lawsuit"). The Lawsuit seeks, *inter alia*, past, present and future excise taxes, interest, penalties, damages, attorneys' fees and injunctive relief.

Defendants denied Plaintiffs' allegations, denied that they are subject to hotel excise tax, and denied that they are liable under any of Plaintiffs' claims. On February 6, 2006, Defendants filed a motion to dismiss the Plaintiffs' Complaint which was subsequently granted in part and denied in part on May 9, 2006. Plaintiffs filed an Amended Complaint on June 8, 2006, which, *inter alia*, added additional named representatives. Defendants have answered Plaintiffs' Amended Complaint and continue to deny Plaintiffs' allegations.

Without admitting wrongdoing, Defendants nevertheless have agreed to enter into a partial settlement agreement to avoid further expense, as well as the burdens and risks of litigation. The partial settlement agreement concerns certain prospective relief and Defendants' rights and duties concerning the payment of hotel excise taxes to the Class after May 16, 2011 going forward ("Prospective Excise Taxes"). The Plaintiffs and Defendants will continue to litigate all issues regarding Defendants' alleged obligation to pay hotel excise taxes, damages, interest, penalties, and attorneys' fees to the Class for hotel room transactions occurring prior to and including May 16, 2011, and with respect to transactions after May 16, 2011, whether the Defendants owe hotel excise tax obligations on amounts in excess of the Room Rate disclosed to the consumer (ex. the "fee" or "service fee" component of their separately stated "taxes and fees" charge and on "breakage" (which is defined as the amounts retained by any Defendant as a result of a consumer not utilizing a reservation at a hotel facilitated by a Defendant using the Merchant Model of Business or a hotel failing to timely charge or invoice a Defendant for a hotel stay facilitated by a Defendant using the Merchant Model of Business, or a Defendant's failure to pay an invoice by a Hotel).

B. The Class Certification Proceedings and Class Certification Order.

The Court entered an Order on March 21, 2011, which certified Plaintiffs' claims under F.R.Civ.P. Rule 23(a), Rule 23(b)(2) and Rule 23(b)(3) and certified a class consisting of:

> **"Plaintiffs and all other counties and municipalities in the State of Georgia that levy an excise tax on rooms, lodgings and accommodations pursuant to O.C.G.A. § 48-13-50, *et seq.*" ("the Class")**

The Court further approved Plaintiffs as representatives on behalf of the Class and Robert M. Brinson and J. Anderson Davis of Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP ("Lead Counsel"); Robert C. Lamar and, David W. Davenport of Lamar, Archer & Cofrin, LLP; John W. Crongeyer, M.D. of Crongeyer Law Firm PC; Walter J. Gordon of The Gordon Law Firm; Kevin A. Ross of, The Law Practice of Kevin A. Ross; and David Archer of Archer & Lovell, P.C., as counsel on behalf of the Class (collectively, "Class Counsel").

C. **The Terms of the Settlement.**

. If approved by the Court, Defendants will deposit with the Court, a lump sum payment for all Incremental Taxes from May 16, 2011 through 90 days after final approval plus 7% interest thereon. Then, on the 20th day of each following month, as long as Defendants continue to collect taxes from their customers in Georgia, Defendants will deposit with the Court, interim Incremental Taxes for hotel occupancies facilitated by Defendants in Plaintiffs' jurisdictions during the preceding month. Defendants have waived the 3% allowance which might have been authorized by O.C.G.A. § 48-13-52 which funds can be utilized to offset administration costs of the settlement. All Incremental Taxes, less administration costs and attorneys fees as approved by the Court, will then be paid to the Class Members.

In exchange for said payments, Plaintiff class members will waive any rights they may have had for penalties and attorneys fees on the Incremental Taxes actually paid to the Class by Defendants.

Plaintiffs have contended that in addition to the Incremental Taxes calculated on the difference between the wholesale room rate paid to the hotels and the retail room rate displayed to Defendants' customers, Defendants also owe excise taxes on additional amounts charged to their customers (ex. "service fees", breakage, etc. – hereinafter the "additional charges"). The Defendants continue to deny any obligation for collection or payment of taxes on the additional charges. Plaintiffs have filed a motion with the Court seeking a declaration as to Defendants liability for excise taxes on the additional charges and Defendants have agreed, that should the Court determine that taxes are due on the additional charges, the Defendants will supplement their tax payments to include taxes on the additional charges (with interest at 7% until paid) and include the taxes on the additional charges in their payments going forward. Plaintiffs are not precluded from seeking from the Court payment of penalties and attorneys fees on the additional tax payments.

Finally, all issues as to Defendants' obligations for payment of hotel excise taxes on hotel occupancies in Plaintiffs' jurisdictions prior to May 16, 2011 are currently before the Court and reserved for future determination by the Court.

D. Your Options.

You have several options regarding your participation in this action:

Remain a Class Member. If you remain a Class Member, you will be required to provide information regarding your hotel excise tax ordinance and the hotels/motels operating within your jurisdiction. You will then receive an incremental tax payment (and interest at 7% until paid) for all accommodations booked through Defendants utilizing the Merchant Model of Business that were occupied after May 16, 2011 and monthly incremental tax payments going forward.

If your city or county elects to remain a member of the Class and participate in the partial settlement agreement, to receive benefits it must provide the following information to Class Counsel on or before 60 days of Final Approval of the Settlement.

1. **A list, (updated and current) with the name and physical address, of each licensed hotel/motel operating within your jurisdiction that is subject to hotel taxes from May, 2011 to the present;**

2. **The hotel/motel tax rate(s), and local sales tax rate(s), if any, from May, 2011 to the present for your jurisdiction; and**

3. **Any subsequent changes in the foregoing information must also be submitted to Class Counsel.**

If your city or county remains in the Class, it will be bound by any judgment entered in this case, whether favorable or unfavorable to it. By remaining in the Class, your city or county will have no obligation to come out of pocket to pay any of the costs or attorneys' fees involved in this Lawsuit. Class Counsel plans to seek, and the Court may award, attorneys' fees, expenses of litigation and administrative costs that are authorized by law which will be paid out of the common fund recovered for the benefit of the Class. Under no circumstance will litigation costs and attorneys fees incurred by the Named Plaintiffs on behalf of the Class be charged to the Class Members.

Remain a Class Member and Object to the Settlement. If you elect to remain a Class Member and provide the required information, you may also let the Court and Parties know of any objections you have to the partial settlement and be heard by the Court regarding same.

Exclude your City or County from the Class. You may elect to exclude your city or county from the Class. You will then not participate in the partial settlement and will not receive any incremental tax payments or reports as provided for herein. However, you would not be precluded from pursuing your city's or your county's own independent claims against the Defendants.

If your city or county wants to be excluded from the Class, it must send a written request for exclusion, in the form of a letter signed by a duly authorized representative of your city or county and sent by certified mail, to both of the following individuals by August 9, 2012**[45 days from the date notice is mailed]**:

Robert M. Brinson, Esq.
J. Anderson Davis, Esq.
Brinson, Askew, Berry, Seigler,
Richardson & Davis, LLP
Post Office Box 5007
Rome, Georgia 30162-5007
Lead Counsel for the Class

Edward Hine, Jr., Esq.
111 Bridgepoint Plaza
Suite 300, Post Office Box 5511
Rome, Georgia 30161
Local Counsel for Defendants

By making the decision to exclude itself from the Class, your city or county will not receive any monies paid by Defendants pursuant to this settlement or share in any favorable judgment obtained on behalf of the Class, nor will it be bound by any adverse judgment entered against the Class.

E. The Lawyers Representing Your City or County.

Class counsel have been representing your interests and pursuing your claims since filing suit on behalf of the Class in 2005. As part of the Settlement, Class Counsel has filed a Motion for Attorneys Fees which will be ruled upon by the Court.

1. <u>How Much Will Class Counsel be Paid?</u>

Class Counsel will ask the Court for attorneys' fees of up to 33⅓% of the amounts paid by Defendants.

So far, Class Counsel have spent out of pocket over $405,538.94 in this litigation. Class Counsel will also ask the Court to reimburse them for their documented costs and expenses in the amount of $202,769.47 from the initial lump sum payment, and approve additional expense payments for administration of the settlement going forward. this litigation to date.

2. <u>Can My City or County Have Its Own Lawyer to Speak for It?</u>

As long as you don't exclude your city or county, you have a right to hire a lawyer to speak on behalf of your city or county with regard to this partial settlement. The city or county will have to pay for this lawyer itself. If the city or county is authorized to have its own lawyer instead of Class Counsel to speak for it with regard to this partial settlement, you must give the Court a paper that is called a "Notice of Appearance." The duly authorized Notice of Appearance must be filed with the Court **before July 27, 2012** (20 days before final hearing). You should also send copies of the Notice of Appearance to all of the lawyers listed in paragraph C.2. above.

The address for the Court for filing a Notice of Appearance is: Clerk of the Court, United States District Court For The Northern District of Georgia, 600 East First Street, Rome, Georgia 30161.

F. Final Approval Hearing.

1. <u>When and Where Will the Court Decide About This Settlement?</u>

The Court will hold a final approval hearing to consider all comments on or objections to the partial settlement agreement. This hearing will be held on August 16, 2012, at 1:30 p..m. at the federal courthouse, which is located at 600 East First Street, Rome, Georgia 30161. The Court will listen to people who have requested to be heard at the hearing. The Court may also decide how much to pay Class Counsel. After the hearing, the Court will decide whether to approve the partial settlement.

2. <u>Do I Need to Come to the Hearing?</u>

No. You don't need to come to the hearing. Class Counsel will answer questions the Court has. But you are, or your lawyer is, welcome to come at your own expense.

3. <u>Can I Speak at the Hearing?</u>

You can ask the Court to allow you (or your lawyer) to speak at the hearing. To do so, you or your lawyer must send a paper called "Notice of Intention to Appear at Hearing" **before July 27, 2012** (20 days before final hearing), to the Clerk of Court, United States District Court for the Northern District of Georgia, Rome Division, 600 East First Street, Rome, Georgia 30161, AND to all of the lawyers listed in paragraph C.2. above.

4. <u>If the Court Approves the Partial Settlement, When Will My City or County Receive Distributions?</u>

Partial settlement funds recovered from Defendants will be distributed/paid to your city or county on a quarterly basis or as the Court may direct.

G. Getting More Information.

If your city or county desires additional information about this Notice, about the Class Certification Order, the partial settlement agreement, or about this Lawsuit, you should contact Lead Class Counsel as set forth below:

Robert M. Brinson, Esq.
J. Anderson Davis, Esq.
Brinson, Askew, Berry, Seigler,
Richardson & Davis, LLP
Post Office Box 5007
Rome, Georgia 30162-5007
(706) 291-8853
adavis@brinson-askew.com

This Notice does not fully describe the claims and defenses of the parties in this litigation or the status of the Lawsuit. The pleadings and court papers filed in this Lawsuit are available for inspection or copying at any time during regular office hours in the Office of the Clerk of the United States District Court for the Northern District of Georgia, Rome Division, which is located at 600 East First Street, Rome, Georgia 30161. Certain pleadings and court papers in this lawsuit have been filed under seal and may not be examined or copied without first obtaining an order from the Court. In order to inspect the pleadings and court papers, you must appear in person or through an authorized representative such as an attorney. PLEASE DO NOT CALL OR WRITE THE COURT OR THE DISTRICT COURT'S OFFICE FOR INFORMATION.

This 5th day of June, 2012.

HAROLD L. MURPHY, JUDGE
UNITED STATES DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

CITY OF ROME, GEORGIA, *et al.*, Plaintiffs, v. HOTELS.COM, L.P., *et al.*, Defendants.	Civil Action 4:05-CV-249 (HLM)

ORDER GRANTING PRELIMINARY APPROVAL OF PARTIAL SETTLEMENT AND APPROVING AND DIRECTING NOTICE THEREOF

Plaintiffs' Counsel and counsel for Defendants (collectively, "Counsel") advised this Court, at a hearing on January 26, 2012, that they have reached in principle a partial settlement in this matter. On March 16, 2012, [Doc. No. 591], the written form of the proposed agreement, the "Class Partial Settlement Agreement" was submitted to the Court, *in camera,* for consideration.

Upon final approval, pursuant to class notice and a formal fairness hearing, this Class Partial Settlement would resolve claims concerning the allegations made in this matter regarding certain prospective injunctive relief and Defendants' obligations, rights, and duties concerning the payment of hotel excise taxes to the

Plaintiff Class previously certified by this Court (the "Class") from May 16, 2011 going forward.

Counsel has submitted the Notice Plan for the Class. This Court has reviewed the proposed forms of "Class Action Notice" and "Class Partial Settlement Agreement" attached hereto as Exhibit A, and Exhibit B, respectively and hereby finds that they satisfy the requirements of Fed.R.Civ.P. Rule 23(c)(2) for notice in Rule 23(b)(3) class actions.

The Court has reviewed and considered the program for dissemination of Class notice, as set forth in the Class Action Notice Plan, attached hereto as Exhibit C, and hereby approves it, finding that it constitutes the best notice practicable under the circumstances of this action.

Having previously determined and ruled that class certification was appropriate under Fed.R.Civ.P. Rule 23(a), Rule 23(b)(2) and Rule 23(b)(3) in this action, having considered the essential terms of the proposed settlement under the recommended standards for preliminary settlement approval set forth in § 30.41 of the *Manual for Complex Litigation, Third* (Federal Justicial Center, 1995), and having determined that those class members whose claims against the Defendants would be settled pursuant to the proposed partial settlement should have notice and an opportunity to be heard regarding its final approval, IT IS HEREBY ORDERED that

1. This Court's preliminary evaluation of the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies, such as unduly preferential treatment of class representatives or of segments of the class, or excessive compensation for attorneys, and appears to fall within the range of possible final approval. Accordingly, the proposed partial settlement is hereby granted preliminary approval;

2. The Court has previously appointed Robert M. Brinson and J. Anderson Davis of Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP ("Lead Counsel"); Robert C. Lamar and David W. Davenport of Lamar, Archer & Cofrin, LLP; John W. Crongeyer, M.D. of Crongeyer Law Firm PC; Walter J. Gordon of The Gordon Law Firm; Kevin A. Ross of The Law Practice of Keven A. Ross; and David G. Archer of Archer & Lovell, P.C., to serve as Class Counsel in this action. J. Anderson Davis of Brinson, Askew, Berry, Seigler, Richardson & Davis, LLP, is hereby appointed to serve also as Notice Administrator for the Class;

3. The attached form of "Class Action Notice" shall be disseminated, as specified in the attached Class Notice Plan, commencing not later than June 25, 2012, which is within 20 days of the entry of this Order.

4. Settlement Class Members must file any Objections to the Partial Settlement within 30 days after dissemination of Notice to the Class Members, no later than July 25, 2012.

5. Settlement Class Members may exclude themselves from the Class ("opt out") by submitting their exclusion requests, in the manner specified in the Class Action Notice, no later than the postmarked date of August 9, 2012, which is 45 days after dissemination of Notice to the Class Members.

6. Settlement Class Members must file any Objections to the Application for Attorneys' Fees and Expenses of Plaintiffs' Counsel at least 14 days before the Fairness Hearing.

7. Settlement Class Members must file any Objections to the $2500.00 service award to each Named Plaintiff at least 14 days prior to the Fairness Hearing.

8. Settlement Class Members must file their Request for Appearance at the Fairness Hearing at least 20 days before the Fairness Hearing.

9. This Court shall conduct a Formal Fairness Hearing on August 16, 2012, at the hour of 1:30 p. m., at the United States District Court for the Northern District of Georgia, in Rome, Georgia to hear from the Parties and any Class Member who wishes to be heard, to determine

whether the proposed Partial Settlement shall be granted final approval.

10. This Order shall not affect any issues regarding Defendants' alleged obligation to pay hotel excise taxes, damages, interest, penalties, and attorneys' fees to the Class for hotel room transactions occurring prior to May 16, 2011 nor Plaintiffs' contentions that taxes are due upon amounts in excess of the Room Rate disclosed by Defendants to consumers.

IT IS SO ORDERED, this 5 day of June, 2012.

Honorable Harold L. Murphy
UNITED STATES DISTRICT JUDGE

EXHIBIT "A"

As of: 06/19/2012

City Council Monthy Report

DEPARTMENT: PLANNING & ZONING
SUPERVISOR: DAVID RAST

FISCAL YEAR: 2012
CREATOR: KATHY GRAY

MONTH:	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD FY 2012	YTD of FY 2011	YTD of FY 2010
BUILDING DEPARTMENT															
RESIDENTIAL BUILDING PERMITS															
Single Family Units:	1	1	2	0	4	3	1	4					16	9	19
Single Family C.O.'s	3	2	0	1	2	2	0	3					13	13	26
Multi Family Units:	0	0	0	0	0	0	0	0					0	0	0
Multi Family C.O.'s	0	0	0	0	0	0	0	0					0	0	0
Miscellaneous*:	34	20	29	18	19	31	27	39					217	239	618
INSPECTIONS:	155	91	122	131	124 Fire rebuild	174	151	228					1,176	1,172	NA
NON-RESIDENTIAL BUILDING PERMITS															
New Construction:	0	0	0	0	0	1	0	0					1	2	0
Non-Residenital C.O.'s	10	5	5	6		7	0	4					37	35	NA
Expansion\Renovation\Tenant Finish:	2	7	5	3	4	3	3	6					33	67	NA
Miscellaneous*:	0	3	1	0	2	2	4	35					47	3	NA
INSPECTIONS:	104	142	71	67	55	49	22	34					544	640	NA
DEVELOPMENT PERMITS	1	1	1	0	1	3	2						9	9	15
POPULATION ESTIMATE^	34,403	34,407	34,407	34,410	34,410	34,414	34,414	34,420					34,420	34,368	NA
BUILDING PERMIT FEES	$24,472	$62,371	$20,001	$18,301	$17,570	$14,970	$23,460	$26,560					$207,705	$204,793	177,289
PLANNING DEPARTMENT															
Tree Removal Permits:	CE	CE	CE	37	70	135	74	92					408	213	416
Sign Permits:	$800	$460	$100	$300	$400	$300	$230	$200					$2,790	$2,875	NA
Banner/ Special Event Permits:	$525	$50	$360	$285	$270	$315	$275	$245					$2,325	$2,070	NA
New Construction Plan Reviews:	$400	$200	$300	$50	$1,200	$900	$300	$1,200					$4,550	$3,630	NA
Other Plan Reviews\Permits±:	$736	$4,416	$671	$573	$937	$58	$1,236	$587					$9,214	$5,838	NA
Misc permit fees	$0	$0	$0	$100	$0	$0	$84	$51					$235	$500	NA
Fire Department Permit Fees:	$700	$750	$1,350	$1,318	$1,000	$450	$744	$400					$6,712	$7,527	NA
TOTAL PLAN REVIEW FEES	$3,161	$5,876	$2,781	$2,626	$3,807	$2,023	$2,869	$2,683					$25,826	$22,440	NA
TOTAL FEES COLLECTED	$27,633	$68,247	$22,782	$20,927	$21,377	$16,993	$26,329	$29,243					$233,531	$227,233	$177,289

Adjusted to Census 2010 numbe

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

^ Based on 2.09 people per residenital CO

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

PEACHTREE CITY FIRE/RESCUE
MONTHLY REPORT
May 2012

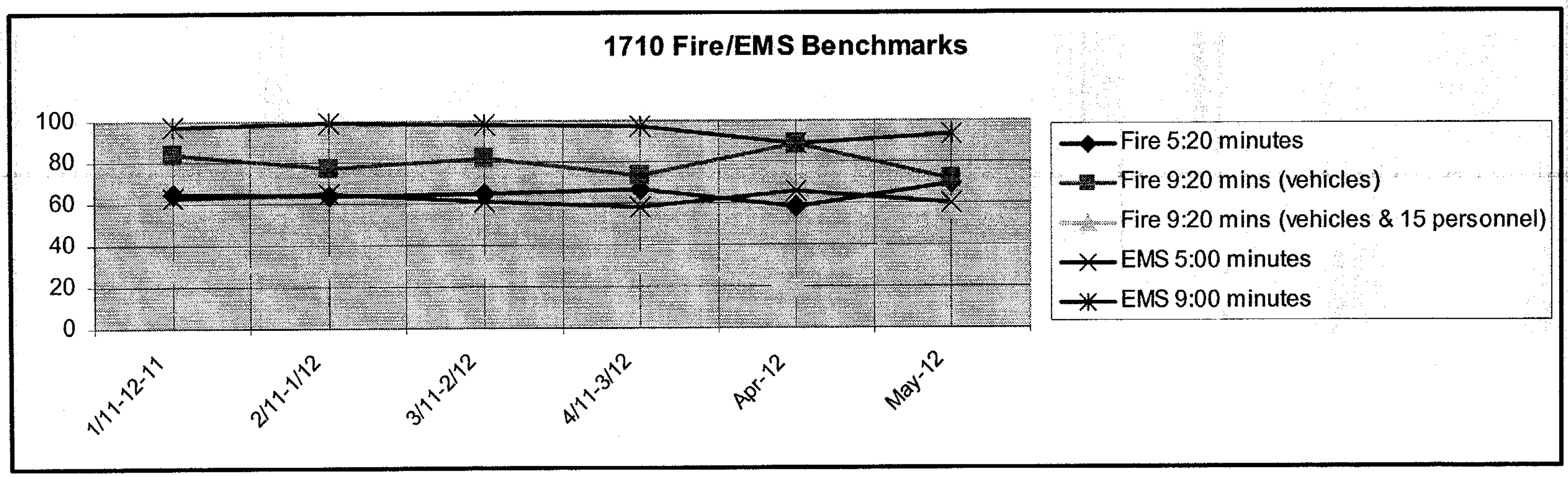
<u>RESPONSE BENCHMARKS</u> (June 11 – May 12)

A) 69.8% B) 71.4% C) 57.1% D) 69.8% E) 93.5%

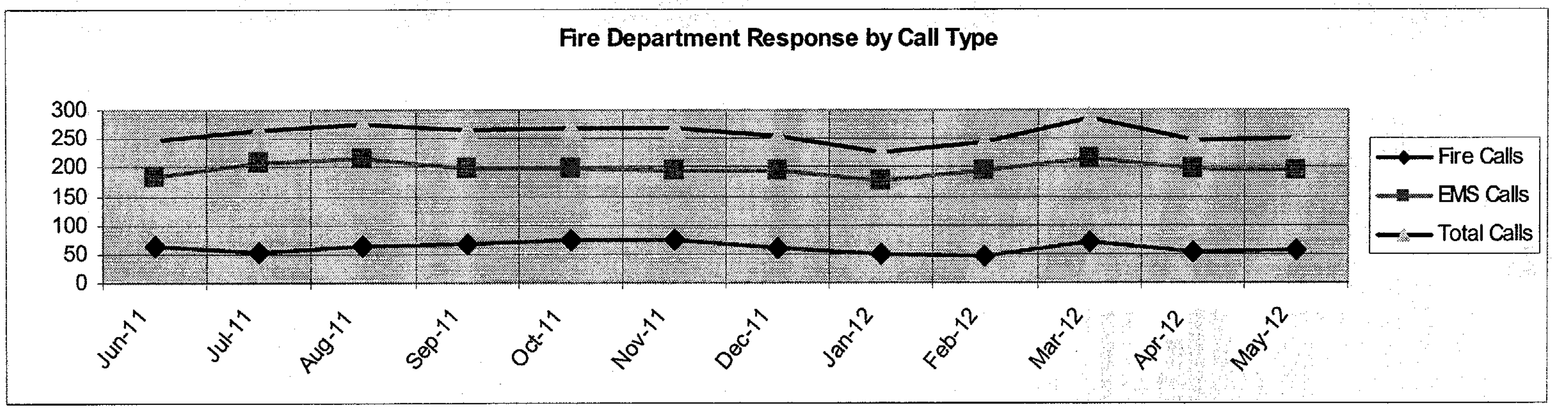
Benchmarks are based on NFPA 1710 Standards as follows:

A) Fire Call: First arriving Engine Company arrives in 5 minutes 20 seconds from notification 90% of time. (Engine & 4 Firefighters)
B) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (2 Engines,Aerial,Squad,Ambulance)
C) Fire Call: Initial full alarm assignment arrives in 9 minutes 20 seconds from notification 90% of time. (15 Firefighters)
D) EMS Call: First arriving EMS Unit arrives in 5 minutes from notification 90% of time. (EMS Unit & 2 EMTs/Paramedics)
E) EMS Call: Second arriving EMS Unit arrives in 9 minutes from notification 90% of time. (EMS Units & 4 EMTs/Paramedics)

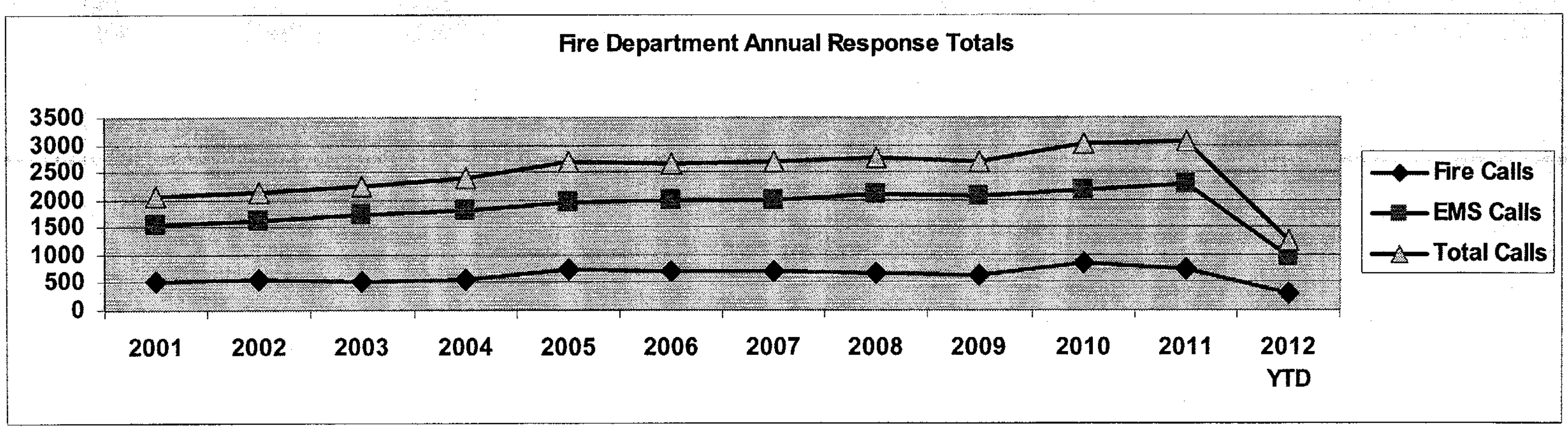
<u>RESPONSE BENCHMARKS</u> (6 MONTH LOOK-BACK)



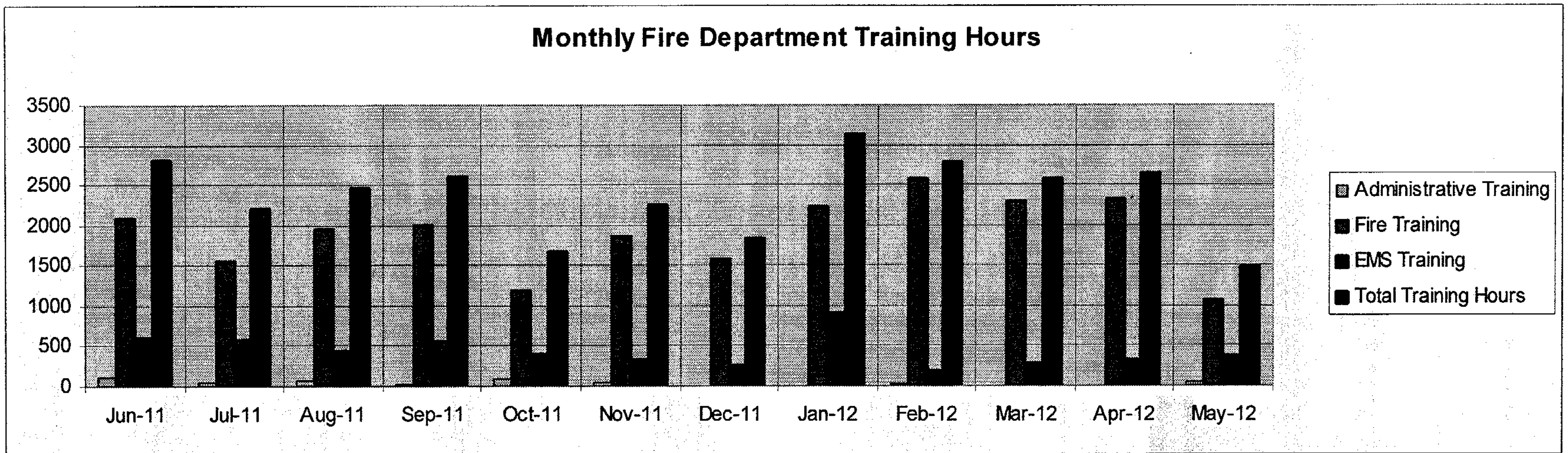
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 12 YEARS)

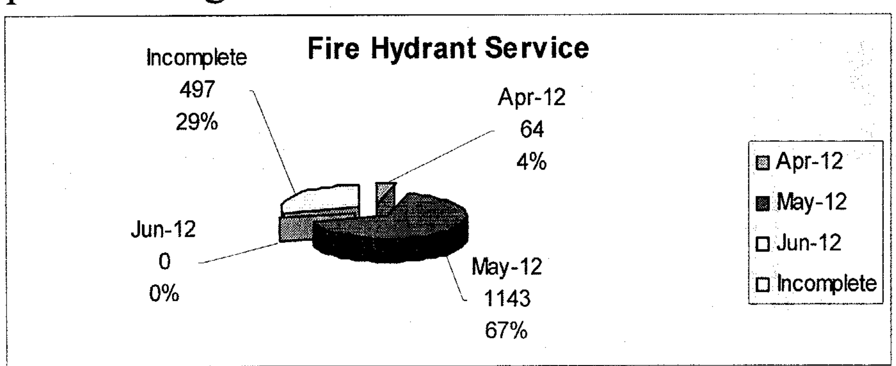


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

Every Quarter the Fire Department has a different focus. This area of the monthly report will show where the department is in accomplishing its goal or requirement. The following are the focus areas and how many items must be completed or done per quarter. The charts will change with the quarter changes.



GOALS

Jan-Mar (Inspections-1011)
Apr-Jun (Hydrants-1704)
Jul-Sep (Pre-Plans- 1006)
Oct-Dec (Public Education-3500)

City Council of Peachtree City
Meeting Minutes
June 7, 2012
7:00 PM

The Mayor and Council of the City of Peachtree City held their regular meeting on June 7, 2012. Mayor Haddix called the meeting to order at 7:00 p.m. Other members attending: Vanessa Fleisch, George Dienhart, Kim Learnard, and Eric Imker.

Announcements, Awards, Special Recognition
Haddix and Police Captain Stan Pye recognized the most recent graduates of the Citizens Police Academy program. Pye noted the program began in 1992 and gave citizens a look at the operations of the department. Over 200 citizens had participated over the years. There would be an advanced program beginning in the fall.

Public Comment
Steve Thaxton of Smokerise Trace said he had requested at the last meeting that the Mayor repay the approximately $10,000 for his legal fees at the last meeting, and made the same request that evening.

Agenda Changes
There were none.

Minutes
Learnard moved to approve the minutes of the May 1, 2012, Workshop and the May 17, 2012, Regular Meeting. Fleisch seconded. Motion carried unanimously.

Consent Agenda
1. Consider Alcohol License – NEW – Grand Café, 282 Highway 74
Learnard moved to approve the Consent Agenda. Fleisch seconded. Motion carried unanimously.

Old Agenda Items
05-12-09 Discuss Lake Peachtree Sediment Removal
Dienhart said he had received numerous comments opposed to expanding/adding an island. Imker said he concurred with using Drake Field to remove the silt. Haddix agreed, but noted the agenda item indicated public comment would be accepted. Haddix also noted the Recreation and Special Events Advisory Board also supported that position.

Bill MacDonald said he was the chair of the Dragon Boat Races and International Festival committee. His concern with using Drake Field was to make sure it would occur during the winter off-season. He noted there were many events during the summer at Drake Field, culminating with the Dragon Boat Races on September 22.

Jim Dye said he lived on the lake across from the existing island. He was pleased with what he had heard from Council. Seeing what went on with the younger residents on the present island, he felt the activity should not be encouraged by adding another island.

Dan Kraus said he was pleased there would not be another island. He asked if this was the best time to have this size of an expenditure and asked if the source of the siltation was being addressed. He felt the drawbacks to delaying dredging were cosmetic, and the project could be postponed. This was a recurring cost and he asked that Council consider whether it was the right economic decision for the County at this time.

Keith Larsen noted he had sent a short presentation to Council. He acknowledged that the community loved the lake, but he felt the wrong question was being asked. There was nothing on the table to discuss the sources of the sediment and ways to reduce future costs. One of the biggest problems was the erosion of the eastern shore. He felt a good alternative would be to pump some or all of the sediment along the eastern shore to stabilize the tree line. The City needed to work with residents in looking at ways to enhance the lake, and he asked Council to inquire about this option with the engineering firm.

George Martin represented the Triathlon that held two annual events at Drake Field, each with approximately 1,000 participants. He said the club was primarily concerned about the timing of the dredging and asked the City to consider the spring and fall events.

Fleisch said she had asked Public Services Director Mark Caspar about moving the dredging to 2014 and if that would help with the scheduling. Martin said it would help because Lake McIntosh would probably be filled and would offer an alternate location for some of the events.

Marcia Brown said she lived directly behind the existing island. She felt the existing island created a liability. The City had originally maintained the island, but had not done so for several years. Now the trees had grown up, hiding teenagers who did not want to be seen. The police could not get to the island and had to wait for the children to return from the island. There had been bonfires, forts, tents, parties, screams at 3:00 a.m. She applauded Council's decision not to add to the island, but asked that they consider clearing the existing island and making some assurances that islands were off the table in future years. Otherwise, there would be the same temptation in the ensuing eight-year periods to add to the island or create another.

Jack Finn asked Council to remove the silt and not dump any more into the lake.

Caspar said removing the silt via Drake Field had been the preferred method for the County, but they had asked the City for its choice in the matter. This was now the City's preferred option, so the timing of the project was the only remaining question.

Haddix asked Caspar to address the origin of the siltation problem, and Caspar said it primarily came from stream bank erosion, which was a naturally occurring process. This was evident on older farms that had meandering streams, which had removed sediment from one side of the stream and replaced it on the other.

Fleisch asked about cleaning off the island. Caspar said he wanted to check on the permitting that would be required, noting this element would have to be something the City undertook versus asking the County to do it.

Ed Outlaw, Shadowwood Lane, said he was also involved in the Dragon Boat Races in September. He said postponing the project until Lake McIntosh was available would help in scheduling future events.

Learnard confirmed with Caspar that the project would not begin before September 22 of this year.

Imker asked about the timing of Lake McIntosh. Caspar the last notification he received from the County indicated they were looking at a fill-time of two-years following approvals on the dam, which were expected in mid-July. Haddix noted that weather would remain a factor in completing and filling the lake.

Imker noted that the dredging would be done by Fayette County. Peachtree City residents would contribute via County taxes, but noted the project would not impact the City's budget. The School Board budget was a completely separate entity from both the County and the City.

Haddix said Council seemed to be on the same page regarding the use of Drake Field for dredging and asked when they should request the project. Fleisch asked about the 2014 date. Learnard said that she would like more information before a delay of that length, but reiterated the project would not begin before the September 22, 2012, event.

New Agenda Items

06-12-01 Discuss Request from Resident to Consider Selling a Portion of Platted Greenbelt

Planning and Zoning Administrator David Rast said Ming Lu of 706 Bostonian Terrace in Centennial had presented a request related to an unusual situation in the City. His lot dropped off 15 to 18 feet from the street to the rear property line. The greenbelt contained a large stand of bamboo that was growing into Lu's property. The neighboring property had been extended prior to the home being built. Lu was asking to purchase a segment of City-owned greenbelt to extend his lot to the same line as his neighbors to allow him to improve the existing deck. Rast indicated that there were no engineering issues relative to the request and the City still would have maintenance access to the pond in the greenbelt.

Haddix asked about the neighbor's property. Rast said the lot was replatted prior to the home being constructed or the final plat that dedicated the greenbelt to the City.

Haddix expressed concern about setting a precedent, and Rast said staff shared that concern. There had been cases in which residents had made the improvements in the greenbelt without asking, and had to come back to request a variance. In those cases, Council had not supported selling greenbelt. However, this situation was different from most lots.

Imker felt that there were enough unique factors not to make it a precedent-setting decision. Learnard disagreed, noting the packet usually contained a six-point litmus test on granting this type of thing. Rast said staff was not that far along in the process and there were still several steps the Lus would have to take.

City Attorney Ted Meeker clarified that this was just an initial request to see if Council had any interest in moving forward. Learnard asked if it would set a precedent or if it had been done before. Rast noted a couple of situations in which greenbelt had been traded to get existing paths on City property. Dienhart felt this was a different situation. Fleisch asked why Wieland had replatted one lot but not the other. Rast said he did not know, but thought there might have already been a contract on the Lu's house (the Lus were not the original owners), and the other lot did not have one. Rast also noted that the Lus had a deck that complied with the existing setbacks, but a portion was not usable. Mr. Lu wanted to add a covered section that would encroach into the existing setback, and staff had proposed a variance request. However, a variance would not address Mr. Lu's desire to level the back yard and make it usable.

Imker said there was a citizen who wanted to improve his property, which, through no fault of his, had not been expanded by the builder prior to construction as the neighboring lot had. He felt a variance would set more of a precedent based on the specifics of the case. He wanted to support the citizen.

Fleisch noted that Georgia was a *caveat emptor* state, and buyers purchased property "as-is." She felt selling greenbelt would set a precedent. Imker said they should make it clear that this did not set a precedent. Haddix said he felt this was much different than granting a variance, and was something Council had never done before.

Robert McLeston addressed Council and said he owned the lot next door that had been expanded prior to the construction of the home. When he purchased the lot, it was as it currently was. He said Lu purchased his lot at a considerably lower price due to the lot size. McLeston said he had concerns about trees being removed from the expanded area, which would enhance Lu's property but detract from his own. He was also concerned about Lu adding retaining walls, which could reroute water onto his property.

Haddix asked if McLeston was part of the Homeowner Association and if they had taken a position. McLeston said he was on the HOA and they had no prior notice about the request. Haddix said he always wanted comment from an HOA before approving anything.

Learnard said everyone knew the limitations of their property when they bought it, but she could not see any reason to sell City greenbelt. She said she would like to hear from Mr. Lu, but felt they could not selling greenbelt.

Mr. Lu said he purchased the house on the courthouse steps, and his main goal was to make the land usable and prevent the bamboo roots from encroaching into his foundation. Rast noted the overhanging trees could be trimmed at the property line.

Fleisch agreed that they could not begin selling greenbelt. While she understood the situation, the Lus purchased the property that it was configured this way. Imker asked if the City had changed plats previously, and Rast confirmed this. Dienhart asked what circumstances were. Rast said it had not been done after a plat had been recorded. The plat had a two-year maintenance window before the City assumed responsibility. The only other times were instances when there had been a discrepancy in the adjoining property lines or an issue of an easement. Rast said it was not something that was done regularly.

Dienhart agreed that the City should not begin setting this type of precedent. Haddix asked if they needed to vote. Learnard noted that four members had indicated that they were not interested in selling any greenbelt.

06-12-02 Consider Bid for Tennis Center Roof Restoration

City Engineer Dave Borkowski said staff was recommending that Council award the bid for Tennis Center roof restoration to N-TEC Systems for a lump-sum amount not to exceed $174,900.

Borkowski continued that the covered courts were approximately one acre in size. The roof and gutter system had been leaking for some time, eliminating the courts' usefulness during the rain. The project went out to bid on May 4, and 12 firms attended the prebid meeting. Five bids were ultimately submitted, ranging from N-TEC's low bid up to almost $400,000. The proposed method was a waterproof membrane that would go over the roof. The process would take approximately two months to complete due to it being a temperature-sensitive installation and would be impacted by wind.

Borkowski continued that funding was available in the capital project account. The project came in at approximately $6,000 over the estimate, and those funds could be allocated from the Facilities Authority bond.

Learnard asked if the courts would be closed for the duration of the project. Borkowski said they would still be usable, but the contractor would have to work with caution. Learnard asked if the skylights would be removed, and Borkowski confirmed that they would.

Imker said he was expecting a $200,000 project and was pleased that it came in lower than that.

Learnard moved to award the Tennis Center roof restoration to N-TEC Systems for a lump-sum amount not to exceed $174,900. Imker seconded. Motion carried unanimously.

06-12-03 Consider Approval of Agreement with Selective Designs for Construction of Founders Corner

Public Information Officer/City Clerk Betsy Tyler reviewed the History Time Line Project, noting that the committee had raised the $20,000 for the Cowan and Farr busts, which were completed and paid for. The committee had raised $17,500 of the Council-approved $35,000 for the Founders Corner and History Time Line, and was ready to move forward with the Founders Corner.

Committee member Jerry Peterson had completed the design for the Founders Corner and asked for quotes from two local firms for installation. Selective Designs had submitted a quote of $6,403 to install the stone wall, brick pavers, and the pedestals for the busts. There would need to be some electrical relocation, the purchase of one or more bronze plaques, and the acquisition and installation of a lamp post and landscaping as part of this phase of the project.

The City Attorney had indicated that, since this was a project on City property, Council needed to authorize the agreement with Selective Designs. The committee was asking that Council approve the agreement and authorize expenditure of up to $15,000 toward the Founders Corner portion of the project.

Fleisch moved to approve the agreement with Selective Designs to move forward with the construction of the Founders Corner in an amount not to exceed $15,000. Dienhart seconded. Imker recused himself from the vote due to a recent personal contract with the firm. Motion carried 4-0-1 (Imker).

06-12-04 Consider Renovation of Former Recreation Administration Building

Community Services Director Jon Rorie said staff was recommending moving forward with renovations to use the now vacant building for senior services. The remodel included structural upgrades to change the building from an office use to allow for other uses ($102,200) and a sprinkler system would be required ($92,500). Some elements had changed. Staff was recommending that the drive-under portico ($114,000) be removed and staff was looking at the purchase of a canopy ($4,500). The rear stairway tower and rear parking had been removed from the plan. The existing stairway on the side of the building needed significant repairs because it was separating from the building. Staff was recommending retaining the drop-off drive to the front door and the expansion of the side parking lot and conversion of all the spaces to handicapped spaces. He said he felt the City Engineering Department could design the drop off and parking area, and Public Works could install both separate from the design and construction contract.

Phase II of the project would include renovations of the lower level (after discussions with Fayette Senior Services) and the installation of the elevator and restrooms downstairs.

These changes would ultimately reduce both the design and the construction costs of the project. Staff was asking Council to authorized Pond & Company to design both phases of the project. Funds were included in the Facilities Authority Bond. The design would take eight to ten weeks, putting Phase I construction during the winter months.

Fleisch noted that the overall cost was $68 per square foot for the work at this building and the Gathering Place, versus $226 per square foot if the City had pursued an expansion at The Gathering Place.

Fleisch moved to approve Pond & Company to develop plans for Phases I and II of the renovations to the Recreation Administration Building. Dienhart seconded. Motion carried unanimously.

06-12-05 Consider Cancellation of July 5 & July 19 Council Meetings & Adding July 12 Meeting
Learnard moved to cancel the meetings on July 5 and July 19, 2012, and to schedule a Special Called Meeting on July 12, 2012. Fleisch seconded. Motion carried unanimously.

06-12-06 Consider Salary Adjustment for Mayor Haddix
Imker said the City now a budget shortfall of over $12,000 as the result of some unexpected expenses. The proposal before them included lowering the Mayor's salary to compensate for the $12,155 to compensate for recent expenditures. Imker noted at least 17 bills from the City Attorney that added expenses to the Haddix lawsuit discussed at the previous meeting, as well as the $9,969 payment to GIRMA to cover the case. The City could not recoup all of the funds in the current budget, but a new monthly salary, from $750 per month to $74.75 per month for the Mayor, would help to recoup those costs.

Haddix read the following statement:

> I am not going to going to engage in answering false claims, misrepresentations, or any of the rest said here. Being outnumbered four to one makes that an effort in futility, as they have no interest in the truth, only what they want to accomplish.
>
> For the last two and a half years, the majority on Council have given proof to the old adage if you cannot deal with the message, kill the messenger.
>
> In defending their political agendas, allies and mentors, such as Jack Smith and Ken Steele, they falsely accused me of many things in seeking my removal from the Regional Transportation Roundtable and in the Censure. They have sought to forcibly take control of the office of Mayor and tell me who I could talk to and what I could say. More than once, they have demanded my resignation from office.
>
> They do not talk or discuss. They ambush and demand.
>
> Their obsession to 'get me' does not serve Peachtree City. This is illustrated by Councilman Imker's recent soliciting of citizens in his efforts, where he said that I was a major problem for him and had to be dealt with.
>
> Councilman Dienhart, as a columnist, supported the Censure, disagreed with my position on Big Boxes, was angry at the removal of his friend and political adviser from a position within the City, and pronounced me unelectable, all before his election. Having grown up in Northern Indiana, his Illinois political training is obvious.
>
> Disagreements in politics are the norm and acceptable. Their efforts here cross the line and are damaging to those they claim to be representing, but are not. They are, in fact, representing themselves.
>
> This Agenda Item to reduce my salary to recover a legal insurance payment for actions as Mayor is one more such effort. GIRMA does not cover private citizens nor does coverage of elected or employees require Council approval. Let me repeat, here, no vote of Council is required.
>
> Several options are available to me if this Agenda Item is approved. They are, with comments:

1. Accept the reduction. That is off the table and unacceptable. It would only encourage future attacks and the use of this tactic on future Mayors.
2. Resign from office. Granting their repeated request for me to resign would also leave them in the position of having to explain to the citizens of Peachtree City how the large expenditure for a special election is justified and constitutes a service to the City. After all, as Councilwoman Learnard has said, if she has three votes she can do anything she wants. They have never needed me on their side to pass anything.
3. Taking legal action, preferably individually. They are trying to override a legal insurance payment. Win or lose, it would cost money to defend and consume time that could be better spent elsewhere. Another issue they would have to explain to the citizens.

If this matter ends, in totality, here and now, with a no vote, I am done with it. Peachtree City is tired of it.

In closing, they will make their decision on this matter. Then, I will make mine in response as and when appropriate, but not at this meeting.

Learnard said everyone wanted to have their say. The expenditure of $12,155 happened without the knowledge of Council or citizens, and that was inherently wrong. Her job was to protect the taxpayers. She never dreamed she would have to protect them from the Mayor, but that was the situation they found themselves in that evening.

Haddix noted Council did not have to know the content of all communications of the Mayor, as was evidenced by Councilmembers' outside discussions resulting in items added to the agenda without Haddix's knowledge. That was their right, but to make the statement that everything had to go through Council and the citizens before making a decision was pure baloney.

Fleisch said Haddix obviously thought this was politically motivated, but it was the difference between right and wrong. She said Haddix had crossed the line and the citizens knew that and that was why Council was acting.

Dienhart agreed that the matter was not political. What had happened was wrong and Council needed to act in the best interests of the citizens. Dienhart said he had asked the Mayor several times to return the money. Council had given him every opportunity to make this right before taking this action. It was a shame they had come to this and a shame this was how Haddix had chosen to lead the City.

Learnard moved to approve a budget adjustment to change the Mayor's salary from $750 per month to $74.70 per month for the remaining three months of FY 2012. Fleisch seconded. Motion carried 4-1 (Haddix).

Council Staff Topics

Pennington said staff was looking at the monthly reports and what would be included in those in the future to simplify the information and provide an update on projects rather than all the numbers.

Rorie and Salvatore gave a brief update on the Facilities Bond projects. Each project had been assigned to a project manager on staff. Four projects were showing as complete, nine were in the "accepting bids" phase. Every project manager had been given the goal of coming in at least 10% under the current cost estimate to help narrow the focus. This might not always be possible, but was the goal. Staff would be maintaining the spreadsheet as each project progressed and providing that information to Council.

Imker asked that the unallocated funding amount be updated regularly as project prices were finalized and the contracts were awarded.

Meeker said Council needed to enter Executive Session to discuss a real estate matter, pending or threatened litigation, and a personnel matter.

Learnard moved to convene into Executive Session for real estate, pending or threatened litigation, and personnel at 9:20 p.m. Fleisch seconded. Motion carried unanimously.

Executive Session

Learnard moved to reconvene into regular session at 10:15 p.m. Fleisch seconded. Motion carried unanimously.

Learnard moved to deny the claim and to send the response letter to John and Lee Mrosek. Fleisch seconded. Motion carried 4-0-1 (Haddix).

Learnard moved to deny the claim presented by Triad Construction in reference to the Fire Station 82 contract dispute. Imker seconded. Motion carried unanimously.

Fleisch moved to deny the claim of Ms. Cruz et al as such claim was presented. Dienhart seconded. Motion carried unanimously.

There being no further business, Learnard moved to adjourn the meeting. Imker seconded. Motion carried unanimously. The meeting adjourned at 10:17 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor