City Council of Peachtree City
Agenda
April 5, 2012
7:00 p.m.

I. **Call to Order**

II. **Pledge of Allegiance**

III. **Announcements, Awards, Special Recognition**
Proclamation for World War II Heritage Days
Proclamation for National Donate Life Month

IV. **Public Comment**

V. **Agenda Changes**

VI. **Minutes**
February 7, 2012, Workshop Minutes
March 9, 2012, Special Called Meeting Minutes
2012 Retreat Minutes
March 15, 2012, Regular Meeting Minutes

VII. **Consent Agenda**
1. **Consider Budget Adjustments – FY 2012**
2. **Consider Alcohol License – Qualifying Location – CAF Dixie Wing Hangar, 1200 Echo Ct.**
3. **Consider Fayette County Temporary Automatic/Mutual Aid Agreement**
4. **Consider Approval of KPTCB FY 2012 Budget**

VIII. **Old Agenda Items**
03-12-02 Consider Master Lease Agreement – Capital Equipment
Request to adopt resolution authorizing execution of documents for capital equipment purchases
03-12-07 Consider Intersection Improvements at Tinsley Mill and Loring Lane
Request to consider which options are best & to incorporate changes with repaving of Peachtree Parkway North this summer

IX. **New Agenda Items**
04-12-01 Presentation of 2011 Audit
Mauldin & Jenkins will present the findings from the 2011 audit
04-12-02 Consider Approval of Tennis Center Upgrade & Improvements
Recommendation to fund through Facilities Authority bond
04-12-03 Consider Approval of VC3 Agreement
Request for agreements for Information Technology Services and Phase 1 of System Upgrade
04-12-04 Consider Dividend Drive Repaving Project – SR 74 to Paschall Road
Request for formal vote regarding paving options for Dividend Drive

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

XI. **Executive Session**

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

MINUTES OF JOINT WORKSHOP
WITH MEMBERS OF THE CITY COUCIL OF PEACHTREE CITY
AND PLANNING COMMISSION
February 7, 2012

A joint workshop with members of the City Council of Peachtree City and the Peachtree City Planning Commission was called to order in the City Council Chambers at 6:30 p.m. on February 7, 2012. Those present were Mayor Don Haddix and Council Members Kim Learnard, Vanessa Fleisch, Erik Imker and George Dienhart; Planning Commission Chairman David Conner, Vice Chairman Frank Destadio, and Commissioners Patrick Staples, Lynda Wojcik and Aaron Daily. Also present were Community Services Director Jon Rorie, City Manager Jim Pennington, City Planner David Rast, Planning Coordinator Anthony Bernard; and Recording Secretary Cinnamon Mack.

Rast began by stating the purpose of this meeting was to obtain feedback as well as guidance as to how to proceed with the Comprehensive Plan Update.

Rast stated that in previous community meetings it was determined that most residents and businesses did not know what village they lived in. Several residents had commented they felt some form of identification or rebranding was necessary, and this could be helpful with identifying each village as well as marketing.

Rast indicated the concept of modifying existing village identification had been presented to Council on three separate occasions from feedback obtained over time. In addition, staff was aware that funding was not available.

Rast stated that the Comprehensive Plan was adopted in 1992 and several goals and policies that were initially envisioned had been completed. Staff had hoped that guidance would be provided from the state concerning what the new planning requirements were for the Comprehensive Plan but the process had not yet been released. Staff had identified "ONE Peachtree City" as the name of the Comprehensive Plan campaign and had established a website with additional information.

Rast stated that a comprehensive plan was an analysis of what happens in the community and then compiled that data into goals and objectives for where the City wanted to go in future decisions.

How can you help? Rast asked that if each member would agree to attend four meetings that would be two hours each, with a kick off meeting scheduled for Sunday, April 15, 2012, from 2 – 4 p.m. An open house would be held the following two Sunday afternoons in the Community Room, which would be referred to as "plan central."

Rast stated that a media campaign would begin to solicit residents to sign up to be a part of the round table discussions, which would consist of three two-hour meetings. It was envisioned that the meetings would occur at various times, even Saturdays, to offer timeframes that would fit in everyone's schedule. He also stated residents who could not commit to the round table schedule could check out a "Planning Tote" which would provide a more informal setting but would include the information that was being discussed at the round table meetings. These meetings could be held at residents' homes or churches etc. The slogan would be "Your friends, your place, your plan."

Following the round table discussions, staff and the Planning Commission would hold the Community Academy. Rast indicated this would be an opportunity for City Council, members of other boards and commissions, and the public to discuss information gathered during the round table discussions. Rast stated he felt this would be a great opportunity to educate those making decisions about the direction of the City.

Once the draft Comprehensive Plan was completed, Community Open Houses would be scheduled to present the findings, discuss the goals and objectives, and develop a vision for the City. Rast stated that this would be time consuming for staff and volunteers, but would be time well spent.

Mayor Haddix stated that citizen participation was vital and asked how many members of each commission or board would be needed. Rast replied that it would depend on how many agreed to participate. He stated that staff was considering letting the round tables be self guided. Destadio stated he felt it was important to have a facilitator to keep the topic on track.

Rast stated that when previous open houses were held in the various villages, there was an average of 40-45 people at each, and he was hoping to receive a great response from the community with this effort.

Staples stated that he had participated with the original Comprehensive Plan Advisory Board and remembered how the board started off with over 40 members but dwindled down over time. He suggested possibly having a virtual open house but have a targeted time with hot topics and who would be attending. Also consider open email/text of questions or comments.

Conner asked if the system was capable to be interactive but Rast responded that he believed that live streaming was what was available with our current system and that our resources were limited.

Mary Giles, a resident, asked if staff was aware that the open house scheduled for April 8 was on Easter. Rast replied that the date would have to be rescheduled.

Wojcik asked if the presentation boards would be a part of the open house. Rast replied that the presentations would definitely be there and they had received good feedback on the presentations in the past.

Destadio stated that Fulton County Schools used the round table method and they had cards with specific questions on them. He felt that it was a very structured setting.

Learnard asked for a short list of results that had occurred from round tables in other communities. Rast responded that Decatur went through the process of updating their strategic plan every 10 years. They had well over 500 people at their initial kick off. The revitalization of the MARTA Station in the downtown area was an issue several years ago, and the community responded by making density suggestions, reviving the area, and developing design guidelines.

In previous discussions, there seemed to be a common theme that there were parts of the City that needed to be redeveloped. Rast questioned if the City should take the initiative on what we would want to see there or react to what was presented. If the City has a collective vision it would be easier when a developer was looking for property or making suggestions. Facility build-out and new construction were also issues to be discussed.

Mayor Haddix stated the key was that all information or suggestions was "comprehensive".

Wojcik suggested that it would be beneficial to advertise in the upcoming stormwater bills. Another suggestion was to advertise in church bulletins.

Rast stated that, before Tony Bernard came forward to discuss signs, there had been several suggestions for the City to look at branding and imaging. For the past six months staff had been trying to find standardization for City facilities in regards to their looks and maintenance as well as landscaping.

Rast stated that previously an intern had developed concepts for signage for the various villages. Staff recently went to McIntosh High School and met with the Visual Arts teacher, Lauren Bozone. Students within her Advance Graphics class developed various graphics which were on display. Again this was an effort to rebrand and reenergize the villages as a whole. In addition, Rast stated that staff was working on revising the monument signage for the Industrial Park. He stated the sign at the intersection of SR 74 and Paschall Road was quite dated and not in good condition. Staff had been working with various concepts and had notified NCR of the proposed changes. The existing sign was larger than the ordinance permitted but staff would recommend a variance if a larger sign was used to replace the existing sign. He indicated the anticipated cost would be around $15,000 – $18,000. NCR had not committed but had shown interest in participating in reimaging the corner.

Staff was also looking into "wayfinding" signage which would be beneficial to direct people to various locations within the City. Rast indicated 10 – 15 locations had been identified as possible locations and that staff was working with Georgia Department of Transportation (GDOT) officials for approval to locate wayfinding signage within their right-of-way. Rast indicated the wayfinding signage would be consistent with the same font and color.

Rast stated the "Special Event" signage would be helpful due to the number of special events held in the City. The sign at Shakerag would be replaced with a sign with interchangeable text to display events at the complex. This sort of signage would also be beneficial in front of City Hall or on seasonal banners to add character to the highway. Rast stated the Convention & Visitors Bureau (CVB) had agreed to cover the cost of the sign at the Shakerag complex. Nancy Price, the CVB executive director, asked if a similar sign could be placed at the intersection of SR 74/SR 54 near the Longhorn Restaurant. Rast responded that they could look into that. He also stated that the changing out of the signs was tedious and hiring a vendor to change out the signs should be considered.

Rast stated that the "Village Monument" signs would be considered also. Some of the signs were in better shape than others, and some more current. He realizes that some long time residents were attached to current signs/logos. Rast stated that changing out the old sign and logo would give each village an identity. Relandscaping of some of the areas would be addressed as well. The Glenloch sign was removed previously and would need to be replaced. Dienhart stated that he and his neighbors would like the Lochness symbol to remain on the signage for the Glenloch area. The Kedron Village was fairly new after being replaced when it was run over. Most of the signs were made of pine or cedar.

Mary Giles asked if the words "Peachtree City" could be added to each sign if the City was going to be focusing on tourism. Many are not aware of City boundaries and bringing the City name into the branding might be beneficial. Price wondered if including a peach on the signs would be better versus concentrating on the village names. Mayor Haddix stated that a symbol would be better sorted than words.

Staples asked how many signs there would be per village and what would the total cost be. Rast responded that he would rather approach the cost as being what sign would be priority. Staples stated that he believed in the value of branding for the City. It was also asked why the City was not using the current logo. Mayor Haddix responded that the logo was over six years old. Rast reiterated the information presented was conceptual, and there was no funding available.

Rast stated that if the current sign at Shakerag was removed, there would be a new sign installed at both entrances. Having two signs would allow for space to show what was in the facility. Rast also stated that staff would go to each park facility obtaining an inventory of what was there including equipment, landscaping, signage and lighting. This would help to develop a facility plan. Also there were different playground equipment and benches at the different facilities. The same would be done for the subdivisions.

Bernard came forward to discuss the internal park signage. The entrance to the Baseball Soccer Complex (BSC) had various signs that had rules and regulations, the hours of operation, who adopted the park, a speed bump sign, and a water usage sign. There are 13 signs throughout the complex containing that information. All are inconsistent and staff would like to consolidate the signs as well as provide consistency. Bernard presented a new sign that included the following:

- City Logo,
- Location,
- Park Hours,
- Rental Information,
- Animal Rules,
- Weather Rules,
- What was Prohibited,
- Facility Map,
- Code Enforcement Number,
- Pictograms,
- Adopt-a-Park Information, and
- Ordinance Numbers & Summary.

The sign would have vinyl stickers that could be replaced versus replacing the entire sign. The signs would be installed at the recreation areas and would be designed in-house and made by Safety Signal which would ensure that the signs were retro reflective and screen printed. Additional services would be provided by Public Works including the painting of the back of the sign and installing posts.

Bernard stated that the federal mandate to change street signs was in the works and that the powder-coated break away posts would be added. Wojcik stated that the older posts were more attractive and understood that it would save money, but she would rather pay for the original posts. Pennington stressed that the signs were federally mandated, and the post had to be break away even if not necessarily the post presented.

Daily asked if a smaller version of the way finder sign would be installed along the cart paths. Rast responded that the Rotary Club was installing those at key intersections. He also stated that staff would need to standardize what was maintained, including what was donated to the City by various organizations such as the Eagle Scouts.

Leonard stated that the consistency would need to continue with the motto. She had seen Peachtree City Plan to Stay on one sign, and Peachtree City Plan to Play on another. She felt the message needed to be consistent

Rast stated that he was in contact with other jurisdictions to inquire on community assistance or sponsorship with the process. Staples responded that local businesses were woven into the community. Rast stated that the Braelinn Shopping Center management, as well as Kite Realty, which managed the Kedron Shopping Center, were both willing to extend a hand with signage to lead people to the shopping areas. Staff would need to determine what extent to allow the signage. Staples responded that the ordinances must be enforced.

The meeting was adjourned at 8:20 p.m.

Don Haddix, Mayor

David Conner, Planning Commission Chairman

Cinnamon Mack, Recording Secretary

Peachtree City City Council
MINUTES OF SPECIAL CALLED MEETING
March 9, 2012
8:15 a.m.

The Peachtree City City Council met for a special called meeting on Friday, March 9, 2012, in City Hall Council Chambers. The purpose of the meeting was to consider proposals for the Capital Equipment Lease. Mayor Don Haddix called the meeting to order at 8:15 a.m. Other Council Members attending: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Financial Services Director Paul Salvatore asked Council to approve a resolution accepting the proposal from Chase Equipment Finance to provide the loans to purchase the equipment in the City's Public Improvement Program. Salvatore said 12 banks were asked to bid on a multi-year contract, and four responses were returned. Only one of those responding gave a formula for more than one year, adding the formula was good for two years and the bank also had the lowest interest rate. He continued that, for five-year loans, the interest rate was 1.34% and the rate for seven-year loans was 1.61%. He added those were great tax-exempt rates for financing equipment. The documents for the master lease would be ready the next week.

Imker moved to approve the resolution to accept the proposal from Chase Equipment Finance. Learnard seconded. Motion carried unanimously.

There being no further business, Fleisch moved to adjourn the meeting. Learnard seconded. Motion carried unanimously. The meeting adjourned at 8:17 a.m.

Pamela Dufresne, Deputy City Clerk

Mayor Don Haddix

2012 CITY COUNCIL RETREAT
MINUTES
March 9, 2012
Council Chambers

Mayor Don Haddix called the meeting to order at 8:35 a.m. Council Members present: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Overview of Retreat, opening comments and presentation of Executive Staff's perception of Peachtree City, including Positives and Challenges – (Something to think about later in retreat)
City Manager Jim Pennington went over the positives in the City and the challenges, which, during his career, he found to be similar everywhere. There were a number of issues that would be addressed during the day, from the computer system to stormwater to the City's public facilities. He asked Council to think about the positives of the City in the coming weeks. The list included the AAA credit rating and low ISO rating. He said the list included items that were extremely important when comparing the City to other communities, particularly related to median income and the City's hallmark – the cart path system.

The challenges included attracting good employees. Pennington noted that Financial Services Director Paul Salvatore had spent months looking for someone to fill the Assistant Finance Director position when Janet Camburn retired, and it was taking a lot of time to find someone with the necessary talent. The City had no policy regarding annexation. The demographics were changing; the City was getting more mature. Growth was a subject for discussion, including what was good growth, bad growth, and controlled growth. The City's human resources policies were out-of-date and often went through several sets of hands. The policies needed to be refined. There was a lack of positive attitude, and lack of unified vision/plan. There needed to be a discussion on who and what Peachtree City was and where it wanted to be. The quality of life needed to be maintained, and it was getting harder and harder.

Pennington said the positives and challenges were not unique to the City. The same pervasive issues were dealt with by all cities.

Discussion of the SAVE and E-Verify mandates on the City's operations
City Attorney Ted Meeker briefly went over the requirements for E-verify and the Systematic Alien Verification for Entitlements (SAVE) program, which had come into play with the Immigration Security & Compliance Act that went into law in 2011. He said staff now had an understanding of the impact of the programs from a documentation standpoint, explaining if someone other than a United States citizen applied for a benefit from the City, staff was required to get on the SAVE system and check on the person, and to make copies of the documentation provided from everyone. The same was required of every contract/purchase the City entered into with a third party, which increased the demand on the Purchasing Department. The Police Department issued solicitor's permits, alcohol handling permits, and gold permits that also required this process.

The law was written so the forms could no longer be mailed in. People would have to come in person, and staff had to make copies of the required documents and retain them. This was a state mandate, and the City had no choice but to comply. There would be more work on staff. Meeker referred to the Front Desk at City Hall, noting that the Front Desk would be left uncovered for the Customer Service Representative to go make a copy. They were looking at installing a copier in the Front Desk office or a scanner that work instantly. There might be some additional manpower needed to facilitate the transactions.

Public Information Officer/City Clerk Betsy Tyler said the City had approximately 80 alcohol licenses, and all those businesses had employees that were required to have handlers permits, and approximately 1,800 occupational taxes issued to businesses. Most annual payments for those were mailed to the City. Equipment and staffing challenges affected the Police Department, the Front Desk, and Purchasing.

Tyler continued that every time staff checked on a person who was not a citizen, the cost to the City was 50 cents for a Level 1 check verifying the person was a legal alien. If the check had to go to a Level 2, then another 50 cents was charged to the City and the check could require a few days. A Level 3 check was another 50 cents, and it took a few weeks to get an answer. She said a service fee might need to be added to cover staff time and the payments for the verification required for non-U.S. citizens. Meeker clarified the service fee was considered a regulatory fee and could be added to cover the cost, but it must accurately reflect the true cost.

Tyler said the requirements had been phased in over several years. Meeker added that people were used to mailing in their applications with the required documents. He expected that the City would get a number of complaints from those people who had done that. The surge of mailings came in November and December.

Meeker said in the past everyone could mail in applications. Since the requirements were phased in, copies of the documents had not been required for those renewing their Occupational Tax and alcohol licenses prior to December 31, 2011. Since January 1, 2012, the documentation had been required. Depending on the surge of people in November and December to renew, people could be waiting in line.

Pennington said the people manning the stations had to be very diplomatic as some people were very upset about the requirements. Staff had already seen it happen when people came in without all the documents. Having people who were bilingual on staff also helped in getting the job done. Staff knew compliance would cost more, and they had an idea of the equipment that was needed, adding Council that would hear more during the year.

Fleisch asked if the same process had to be done every year if the person was already in the system. Tyler said the same documents were required every year for every benefit.

Haddix asked how much training was required to use the E-verify system. Meeker said he did not know, but the system seemed to be somewhat user-friendly. Tyler confirmed that it was fairly easy to use once into it.

Presentation and discussion of the VC3 report and recommendations relative to the City's IT system and what impact it will have on current and future budgets

Fleisch noted that Matt Robinson, the City's Information Technology (IT) administrator, would be leaving the City's employ for another position on March 14. She thanked Robinson for everything he had done through the tight budgetary times, adding his efforts had not gone unnoticed.

Sandy Reeser, president of VC3, and Ryan Wilson, Georgia regional manager, presented the report and recommendations to Council, noting that VC3 had been asked to provide an in-depth technology assessment and to provide findings, a summary analysis, and recommendations based on the assessment. The scope of the project included reviewing all data networks, IT systems, and services utilized by the City, including staff interviews with key department leaders. Reeser said the end result was that VC3 was able to provide a technology roadmap that allowed the City to chart a budgetary and technology plan for short, mid, and long-term decisions.

The City's technical environment had many areas for improvement in technology infrastructure and design, according to the assessment summary. Reeser said VC3 felt the City's technology budget would best be spent on a premise-based cloud solution, which would provide increased performance for the end-user, a more robust and reliable infrastructure, and cost savings through reduced hardware capital expenditures as compared to a traditional (non-virtualized) environment. Moving to a premise-based cloud solution would also position the City to easily transition to a hosted cloud in the future.

The key findings included an environment not designed/architected for manageability (prioritization of support and manageability over price; prioritization of consistency over price); not leveraging zero cost features to provide better end user experiences, support the environment more effectively, and reduce staff time to deliver end user functionality; not leveraging mature technology to reduce capital cost; lack of staff/skill set for complexity of current environment; focus on end user hardware made if difficult to get momentum behind solving core foundation issues, a lot of one off disparate applications; and a rating in the bottom 25% of same-size organizations of core infrastructure.

The Recommendation Summary included re-architecting the environment – moving to a private internal cloud (saving approximately $48,000/year), which implemented properly would build out the Active Directory, clean up server issues, facilitate Native Outlook Client Deployment to all users, and centralize all AV and Patch Management. Fixing the staffing/skill set issues would cost more than what was currently spent and would address the CIO role internally or externally. Other recommendations included simplifying and solidifying the backup strategy, cleaning up the networking infrastructure, creating a Steering Committee, and developing a long-range cloud and Disaster Recovery/BC plan.

Wilson continued that staff interview comments included the need for the full Outlook Client; Incode integration with other software, such as connectivity needed between the 21 separate Access databases; more reliable IT infrastructure; faster response to technology issues and projects; IT seen as a bottleneck; need to change to another system to work with the County easier; need to pull reports without contacting IT; manual submission of time cards; no option for self-service by employees or management staff; applications running slow; two different versions of Incode in place; frequent viruses on personal computers; Excel spreadsheets and active databases were manual and duplicated; and need for project management software.

Wilson went over an assessment of workstations and using Thin Clients as a virtual desktop environment rather than PCs, noting that 82% (191) of the City's workstations needed replacement. Dienhart asked for clarification that VC3 recommended using Citrix Systems for that. Wilson said they were very familiar with Citrix and had much success with it. Reeser compared a Thin Client to a lightweight PC at about one-half to one-third the cost of a PC.

Haddix asked about connectivity and bandwidth, saying if either one was lost, then the desktop was lost. Wilson said that was why they had recommended a private cloud, adding that issues were encountered with hosted clouds or the loss of the network connection. As long as the users could still connect to the private cloud, the users would still have access. Wilson and Reeser said the private cloud option also provided the flexibility to move to a public cloud in future, noting that things changed and improvements were made quickly so a public cloud could be the best option in the future. Dienhart asked if there would be any cost savings to moving to a public cloud now. Reeser said there would not be a savings, and the price point for a public cloud was still on the higher end, but they believed the cost would go down over time. Dienhart asked if there would be any off-site backup. Reeser said there were some suggestions in the recommendations for later on, but there were other more pressing issues for the short term. Haddix said that, at this time, he was not comfortable with the security in a public cloud. Wilson also noted that 53% of the City's servers (eight of 15) were at the end of life.

VC3's short-term recommendations included upgrading the existing core network switches, implementing server virtualization, creating a new centralized City domain, implementing a private cloud (thin clients, remote access, virtualized desktops), implementing centralized backup solution and including all servers in backup, implementing centralized AV and patch management, and deploying Outlook client to desktops. The estimated total for Phase 1 projects with fixed costs was $480,204, and included an update of the existing core switching ($8,051), implementing server virtualization ($133,521), centralizing City Domain infrastructure ($88,4860, implementing private cloud ($120,834), premise e-vault backup ($69,564), centralized AV & Windows patch management ($54,126), and deploying Outlook Client to 150 desktops ($5,625).

Mid-term recommendations included implementing an IT Steering Committee and IT alignment processes, moving to a full service 24X7X365 proactive support model, and upgrading the remaining network switches. Phase 2 projects with fixed costs included upgrading remaining switching infrastructure ($134,000), and Phase 2 projects with recurring costs included the 24X7 proactive service model ($28,614 monthly).

The long-term recommendations included implementing a centralized City wireless infrastructure, implementing a geographically separated Disaster Recovery Solution, and implementing a lifecycle replacement process. The total for Phase 3 projects was $56,867; including a centralized secure City wireless infrastructure ($48,707) and a disaster recovery-bare metal restore ($8,160).

Fleisch asked if the Airport Authority (PCAA) and the Water and Sewerage Authority (WASA) were included in the assessment. Reeser said they were not.

Reeser said Phase 1 would take approximately 90 days to implement, and training was included in that time and should be minimal as most things were similar. Fleisch asked if software for Human Resources was included. Reeser said it was not. Fleisch asked if it had been evaluated as far as the best program. Financial Services Director Paul Salvatore said there had been a presentation at a past Retreat, noting the funding levels for IT, and there was $417,000 earmarked in the FY 2012 budget. Much of that funding was still there waiting for the evaluation. Salvatore said he and Robinson had discussed the cloud technology, but felt there was no need for an IT strategic plan when there was no money to support it. The basic infrastructure needed to be in place.

Pennington continued that recommended changes would change the entire environment. If the City did not choose to implement Phase 1, there was no point in doing anything else. Phase 1 provided the foundation. Once the core was in place, the City could start utilizing the abilities. Reeser said that, from an environment perspective, it would take quite some time to set up. Once everything was in place, then decisions could be made regarding the applications and the applications could be rolled out 10 times more efficiently.

Dienhart asked if the training during Phase 1 would also be for the on-site IT Department. Reeser said it would. Dienhart asked if the infrastructure would give the City the ability for an Enterprise Data Warehouse (EDW) for all its databases. Reeser said it would give the foundation, but it was not a decision for a centralized application. Dienhart clarified that all the applications used currently would just be on a new infrastructure. Reeser said with two exceptions, the full Outlook Client and anti-virus software. Wilson added there were some instances where new applications were needed, but in others, it was a matter of training to link the applications. They needed to research it some more.

Haddix said the current IT situation dated back multiple Councils, including members who did not understand technology, could not see beyond the money, and did not understand how much production time was lost. Now was the prime time to make the changes and save money down the road.

Dienhart asked if the costs were based on purchases or leases of equipment. Reeser said there were all kinds of arrangements available. Salvatore said there was a possibility of alternate funding; and one of the first things staff needed to do was to discuss with VC3 how to reallocate that $417,000 for the best use. Dienhart said if money could be saved by leasing rather than buying, the option should be considered. Pennington said he needed to meet with Salvatore and the City's investment counselor, as well as VC3, to determine what would be the best alternative. Salvatore said they needed to look at how much VC3 would charge for its services, as well as the equipment costs. There would also be several budget amendments needed. Pennington said staff wanted to make sure Council had a picture of where the City was. Now it was just a matter of finding the right combination.

Haddix asked Reeser if he had a recommendation on which company to use for the equipment as they were all different. Reeser recommended Dell, which the City had already been considering.

A break was held from 10:10 – 10:30 a.m.

Discussion of Storm Water Utility and future financing
Public Services Director/Stormwater Utility Manager Mark Caspar briefed Council on the Storm Water Utility's previously established goals and what had been achieved. The achieved goals included implementing a new stormwater ordinance, complying with the National Pollutant Discharge Elimination System (NPDES) Phase II permit, implementing a public education and information program, mapping drainage system features, modeling and evaluating the City's watersheds, implementing a long-term water quality monitoring program, and identifying/implementing a long-term funding strategy. Those goals that were ongoing included assessing the Flat Creek dissolved oxygen total maximum daily load (TMDL), evaluating septic system impacts in the City, and addressing the highest priority stormwater flooding projects.

Haddix asked Caspar if staff was working with the Fayette County Health Department on the septic system monitoring. Caspar said there was a big footprint of septic systems along Lake Peachtree, and they just kept an eye on them. There had been failures in the past few years, and the monitoring had help catch the failures. They did work with the Health Department.

Caspar continued that the goals moving forward included ensuring all new construction strictly followed the City's standards, maintaining compliance with the MPDES Phase II Municipal Separate Storm Sewer Systems (MS4) permit, continuing to monitoring water quality trends in the City's streams and surface waters, rehabilitating several major drainage control facilities in the next few years, implementing a more aggressive MS4 inspection program, beginning the implementation of a proactive capital rehabilitation program, and ensuring long-term maintenance of drainage systems as they were rehabilitated. Caspar noted the City's MS4 permit expired in September 2012, adding he was sure the requirements would be more stringent and there would be more mandates to implement.

The major drainage control issues were the 67 City-maintained detention ponds, the drainage system assessment, an evaluation system, and addressing known issues.

Common detention pond needs included removing trees and vegetation growing on the dams, failing or inadequate outlet structures, non-existent or failing emergency spillways, not meeting the City standards for free board during the 100-year design storm, downstream homes that were located within the breach zone of a dam, and the need to provide significant flood protection to downstream homes. Common goals for detention pond rehabilitation including removing trees from the dams, installing new or repairing outlet control structures, installing a plunge pool at the discharge point of outlet pipes, flattening slopes on downstream faces of dams as needed, installing emergency spillways as needed, and maintaining flood protection to downstream homes during construction. Areas of concern included the Rockspray Pond and dam, Kedron West detention pond, Kedron East detention pond, and the Bradford Estates/Creekside Crossing/Southside Church (BCS) pond.

Fleisch asked if the reason for the problems with the dams was the lack of maintenance. Caspar said the history of the detention ponds was the developer put them in, and everyone else forgot about them. The utility had been making way with the crews cleaning the smaller ponds out and fixing them. They had not been given the priority they should have.

Caspar said much of the system was quickly aging to its useful life and much of it was made of corrugated metal pipe. Prior to 2006, minimal routine maintenance items were completed. Several systems were/might be undersized. Approximately 96% of the infrastructure was corrugated metal pipe, and there were areas where gas lines and other utilities went through the storm drains, as well as many places where the bottoms (inverts) of the pipes were gone. Metal pipes had a 25-year average useful life. Caspar said 42% (1,780 locations) of the metal pipe was 25 years old or older. Twenty six miles of metal pipe would need maintenance or replacement soon.

Proposed improvements included implementing a formal maintenance prioritization program that would use criticality to establish a pipe class, inspection of the system in order of class, prioritization of maintenance based on inspection, and using the maintenance need to determine funding. In addition, staff proposed inspecting the drainage system once every five years and utilizing *in-situ* rehabilitation methods to the maximum extent practicable and cost effective. The prioritization program included Class 1 System Components (pipes under roads with limited access, pipes that passed within approximately 10 feet of a structure), Class 2 System Components (pipes under collector roads such as Peachtree Parkway and Robinson Road, pipes that passed within approximately 25 feet of a structure, detention ponds), Class 3 System Components (all other pipes except those under cart paths), and Class 4 System Components (cart path pipes).

The inspection priority goals included inspecting all Class 1 pipes this year, completing the inspection of the remaining system over the next five years, including re-inspections as needed each year for more critical observations, using inspections to determine pipe replacement and maintenance priority, catching failures before they occurred, and utilizing *in-situ* rehabilitation methods to the maximum extent practicable and cost effective.

Caspar said staff was considering using centrifugally-cast concrete pipes, noting that cast-in-place concrete pipes and pre-cast concrete pipes had a 75-year average useful life. Caspar said rates would need to be adjusted to do some of the work needed, and a new bond would be needed. Haddix asked what the total bill was. Caspar said it depended on how much they wanted to accomplish each year. Currently, staff had budget $500,000 annually for the concrete linings or *in-situ* work, so the bond amount would be in the $8 million range. Several million was needed without the lining component just for the projects that had to be done.

Learnard said the work had to be done to stay compliant and legal, and the citizens sometimes just wanted to know the money was going for what needed to be done. Haddix noted the funds could not roll over into the General Fund. Dienhart said there would also be a 75-year system instead of a 25-year system, so the money would go a lot further than it had in the past. Fleisch asked if the work would be contracted. Caspar said the lining work would be put out for bid and brought to Council for approval. Fleisch asked how many linear feet could be done with the money in the bond. Caspar said less than 1% of the total system, and 42% of the system was at or near the end of its useful life. Haddix stated it was a no-option issue.

Discussion of Public Facilities ~~and Recreation Improvements~~ and budget impacts

Community Services Director Jon Rorie briefed Council on the Facilities Authority bond, noting that $3 million was authorized and approximately $1 million had been encumbered to date. The initial identified projects for Public Services included bulk oil storage repair and relocation ($50,000), an addition to the Baseball Soccer Complex (BSC) building maintenance facility addition ($75,000), and break room and restroom renovation ($40,000). The identified projects for Community Services totaled $1,544,255 and included the Kedron bubble replacement ($454,000), Tennis Center covered court roof ($150,000), Amphitheater building improvements ($100,000), Library exterior sealing ($100,000), Kedron large pool resurfacing ($40,000), All Children's Playground resurfacing ($50,000), Battery Way boat dock replacement ($150,000), and the BSC parking expansion ($500,000). Rorie said he already knew the $50,000 budgeted for the All Children's Playground resurfacing was a low figure, and the actual cost could be closer to $100,000.

Public Safety's identified projects included Station 81 driveway and parking lot ($100,000), Station 82 exterior wall sealing ($55,000), Station 82 roof remodel ($175,000), Station 81 exterior wall sealing ($75,000), and parking lot resurfacing ($75,000). The projects totaled $480,000.

Unidentified projects included $810,745 for projects that were to be determined. Uses for those funds included $243,000 in Kedron bubble change orders, $19,000 for the Kedron pool fence, $60,000 for The Gathering Place remodel, and $214,000 for the Library roof. The administrative total was $555,000, which left $255,000 in available bond funds.

Rorie gave Council a seven-page list of projects that included the cost, funding source, status, project type, and priority for each project. He noted some of the projects had been completed, adding that as many as 50 items had been identified for use of the remaining funds in the Facilities Authority bond. Rorie said Recreation's top three projects were the Glenloch remodel, tennis court replacement, and repairs and upgrades for the Braelinn Recreation Complex. There were items that were not on the list, including the HVAC system at the Tennis Center, which had had two recent failures.

Rorie continued that staff had looked at how to determine the funding priorities based on objective facts, reasons, and principles. The ranking criteria for the projects were core, essential, and discretionary. The analysis included facility assessments, the "second right answer" considerations, price vs. cost, and utilitarianism. A core designation was critical to remedying or preventing a major health or safety hazard. Examples included sewer line problems and sinkholes in roadways. They were legally mandated and had to be done. Essential projects included those that generated positive fiscal impact that could feed back into further repairs, maintenance, or funding other projects.

Rorie referred to the project for Amphitheater repairs, adding that the engineering consulting company was to assess the Amphitheater the next week. They would look at the entry of the facility. Staff already knew the roof leaked badly. The assessment would help determine the best use of the bond proceeds.

As an example of the "second right answer" considerations, Rorie referred to the Battery Way Boat Dock, which had $150,000 designated in the initial Facilities Authority bond. It was listed as a core project due to health and safety issues. The options included doing nothing (possibility vs. probability), removing the risk/eliminating the exposure, controlling the risk/reducing the exposure, and replacement (possibility vs. probability). He said the assessment revealed a very low risk of failure under normal conditions and use. The dock was fine, provided 100 – 200 people did not try to crowd on to it as they did on July 4th. He pointed out that the dock had been closed during the 2011 festivities, recommending that continue to be done. The risk could be controlled. Rorie said the money designated for the dock could then be used for other projects.

Rorie referred to the $100,000 designated for the storage building for the Kedron bubble. For as long as anyone remembered, the bubble had been stored in the Recreation Admin Building basement when not in use. The bubble was stored on pallets that were picked up by a forklift, and the bubble had been damaged when it was moved. The proposed project included a metal building shell with a green metal roof, gray split-faced block, and a maintenance free arbor. The 10-year cost was $130,000. Staff had looked a price vs. cost and found another option. For an initial investment of $9,000, six steel storage containers could be used to house the bubble and moved anywhere in the City. The annual moving cost would be $1,000. The 10-year cost would be $19,000, leaving $110,000 for other core and essential needs.

The next example was the Baseball Soccer Complex (BSC) parking lot, and $500,000 was earmarked in the Facilities Bond for paving, which was probably a rough estimate. Staff had looked at potential sites, where grass was located and people were already parking. Rorie pointed out the facility had 342 spots, and at times, the lot was full. There was a plan to add another 68 spots. Staff looked at areas already used for parking, trying to tie them into the existing stormwater issues. The additional 68 spots still might not be enough. There was a tournament planned in June with over 1,200 participants. Rorie said a second option was to use a grass pave system. The turnkey price was approximately $210,000 per acre or 100 spots. The system included rock placed into a form that was grassed over. The advantage was an acre of greenspace that could also be used as a field if needed as well as overflow parking. Rorie continued that the area would not be used every week, but for overflow parking. There were still maintenance issues, and the area had to be kept under an acre. Staff was evaluating the option, so it might not be the final recommendation, but for now, it appeared to be the best alternative for a long-term investment.

Rorie said utilitarianism meant the greatest amount of good for the greatest number, which was the toughest element to calculate. Staff hoped to complete the facilities assessment in 30 – 45 days, and then would bring the assessments to Council on the core facilities with cost estimates.

Dienhart thanked Rorie for making sure the City was using taxpayer money to the best possible extent. Pennington said it was a real team effort with Rorie, Casper, City Engineer Dave Borkowski, and Salvatore. There was a possibility there might be another bond needed.

Fleisch asked Caspar if the sewer at Shakerag had been evaluated and if there was a cost estimate. Caspar said the evaluation was underway. There were issues with the line, including identifying where everything was located. An estimate would be done when the assessment was completed.

The Retreat broke for lunch.

Discussion of ~~Public Facilities and~~ Recreation Improvements and budget impacts
The Retreat resumed at 1:15 p.m.

Rorie continued that the facility assessments had identified routine maintenance items that would not be included in the facilities bond (weather stripping, painting doors, etc.). Recreation had worked with Buildings & Grounds and utilized community service workers to complete many of the routine maintenance issues. There were many other items not on the list dealing with parks and facilities.

Rorie noted the City had 32 recreation facilities and 416 acres of recreation land. Some of the parks were smaller and difficult to find. The facilities included 15 baseball, seven softball, 10 soccer, and two lacrosse fields, as well as 12 tennis courts, 22 playground/tot lots, and eight concession stands/restrooms.

The Recreation Master Plan covered 2007 to 2011, but was not fully implemented. Some of the elements needed to be reviewed before moving forward. Rorie said the goal was to provide a high level of recreation, but the focus now needed to be on maintenance.

Rorie said the City had a lot of volunteer support, but there were some pockets of opportunity to fill in gaps. The report also assumed recreation acreage would remain the same but would require more financial support from higher user fees and grants/sponsorships. The plan was also based on a 2008 population of 37,500, which had not been achieved yet.

The plan's objectives included assessing the adequacy of existing maintenance of the facilities and periodically reviewing maintenance operations for the most economical providers. Financing objectives included revenue from impact fees and implementing a three-tier fee structure for Peachtree City, Fayette County, and out-of-county users. This latter item had been implemented, but that did not mean it was an equitable approach.

Rorie noted that the fields at Braelinn had not been appropriately maintained by the City and needed work and that maintaining fields was more than mowing. True turf management also addressed the volume of field use. He said user fees and impact fees needed to tie into the maintenance of these facilities to be equitable.

The sports leagues (adult and youth) served about 11,000 participants, 70% of which were Peachtree City residents. Adult Softball was the single largest sport, followed by Youth Soccer. Little League Baseball and Youth Soccer were seeing slight but steady declines in participation, as were the other youth sports. Rorie said it should not be a surprise due to the gradual aging of the City's residents. The 2010 Census revealed minor drops in the children's age groups and minor increases in the 55 and older brackets, similar to the demographic changes happening to the country at large. That might mean the City needed to look at the focus of the Recreation Master Plan in the coming years to meet the programming needs of the community.

Rorie said, in contrast to the decreases in participation, the costs to maintain these facilities continued to increase. There was a growing gap between the user fees and the costs to maintain the facilities.

The Facilities Bond list identified several projects, including public tennis court resurfacing/replacement. The BSC projects included restroom renovations, parking lot expansion, fencing, netting, concessions roof, entrance signs, field resodding, storage, and irrigation system replacement. The Braelinn complex also needed field resodding. Some of these were more appropriately categorized as routine maintenance. Haddix asked about the option of extending the use of re-use water for the irrigation system, and Rorie said that was also under consideration.

Rorie noted the public tennis courts needed maintenance, via either crack-fill resurfacing or requiring a complete rebuild. The Bluesmoke courts had a sinkhole and had been closed for a year. Glenloch, despite volunteer assistance in maintaining, had structural problems that required serious remedies. Staff bid out tennis court resurfacing for 2012, with $36,000 in the budget. Six courts were put in the bid, two of which were optional. Four courts came in at the $36,000 limit. Fleisch asked if the problem with Bluesmoke courts was related to a stormwater issue. Haddix asked staff to assess court usage and to look at all the options, noting that contracting out use of two of the pools had been very beneficial.

Rorie then reviewed photographs of the maintenance problems at the City recreation facilities. He said problems ranged from major issues to minor issues that needed to be addressed before they became major issues.

Haddix asked if the security at the BSC now allowed the Little League access to the aAutomatic external defibrillator (AED) units. Dienhart added that a citizen had talked to him earlier in the week about the location of the AEDs, saying Little League needed to notify the coaches of the location of the units. Recreation Administrator Cajen Rhodes noted the units were accessible in the restroom areas and were no longer locked in the concession areas.

Fleisch asked about the French drain the association had proposed for one of the lower field areas at the BSC. Rorie said that project was underway as a joint effort with the association and staff, and they were working on other solutions to avoid the French drain, if possible.

Fleisch asked if the reconstruction required at the Braelinn tennis courts was related to stormwater. Rorie said he did not think so due to the elevated location of the courts. He said most of these facilities were reaching the end of their typical life span.

Rorie noted the exterior restrooms at Glenloch were in bad shape. The heaters did not work, so users were plugging portable heaters into an external outlet to heat the bathrooms. The City had removed those due to the potential liability. Rorie continued the greatest concern at Glenloch was electrical issues, and that needed to be researched before any other improvements or maintenance was undertaken at the facility.

Staff was recommending completing the facility assessments, followed by a Council workshop at which the fees and facility maintenance requirements could be reviewed and discussed. This would include youth sports, programming, and pool usage and membership. Dienhart asked how the City's fees compared to other cities, and Rorie said staff was gathering comparison data from similar cities on user fees at that time.

Haddix said staff needed hard data to present regarding the number of users, the total costs, and the claims that the amenities added value to homes whether used or not. Rorie felt maintaining the existing facilities was an important consideration because allowing them to decline would lead to declines in other areas. Dienhart agreed, but was concerned that the fees were too low and should be thoroughly reviewed. Rorie said he wanted to make sure the fee discussions included all the users. Fleisch said it was important to note that a parent with a child in football paid $100, but only $5 came to the City. Rorie said there were many equity issues that needed to be addressed and included in an overall analysis.

Rorie noted staff was also looking at short-term actions to address some of the issues. At the end of the day, the issue needed to be addressed. Haddix asked them to seek an equitable formula that did not put the burden on the back of Peachtree City property owners. Dienhart agreed, especially for participants who lived outside the City. Haddix said a rational, fact-based analysis would help to explain the issues to the citizens. Rorie said there were no sacred cows, and the issue would not be reviewed from an individual perspective or interest. Pennington said staff was about two thirds of the way through the analysis, and the issues of equitability were the hardest questions.

Learnard noted that comparing the state of the City's facilities, fields, and parking in comparisons to other cities was disheartening. She said she was glad they were addressing the issue. Haddix said Peachtree City was certainly not alone in struggling to address these types of issues, but had to find an answer right for this community. Pennington said Recreation was one of the City's hallmarks. The facilities were aging, and economic downturns always affected recreation first. Rorie had developed a team concept to address some of these issues, and Pennington would present that to Council in Executive Session the following week. He was going to introduce another program that had been successful in other areas for revitalizing these areas.

Relevant Issues
City Image
Pennington said there were areas of the City that needed to be revitalized. The City needed to be cognizant of the issue and develop programs to address it. Civic engagement and identification of the areas that were starting to degrade were the first steps.

Pennington said the NEAT (Neighborhood Enhancement and Appearance Team) approach had worked in other communities, with a team representing all key departments, as well as water and sewer providers, to go into a neighborhood for an assessment.

Dienhart said the City also needed to know if the community was living up to resident expectations, and he did not think it currently was. Pennington said he also had several emails from newer residents asking why the City did not have certain stores or amenities, for a city this size. It would ultimately be up to Council to set the course for the type of community Peachtree City would be in the future. Pennington noted that he had also had more positive comments about Peachtree City than about any city where he had served before. He added the residents felt, overall, that Peachtree City still looked pretty good.

Pennington asked if Council had any input on the City's image. Dienhart said he felt the City was on a slippery slope and was not heading in the right direction. He noted that the landscape maintenance had improved greatly this year, and he was pleased to see the focus on maintenance of public spaces. However, the signage needed to be addressed and the areas of disrepair needed to be maintained.

Fleisch agreed, saying that replacing the Kedron bubble played into that philosophy. The City could not say they would not maintain what was here. She noted that Peachtree City homes were maintaining their value in the economy, even though the average home age was 21 years. This was due to the parks and amenities the City offered. People who bought homes here also bought the intangible elements of the community, and that was what held Peachtree City above other locations. That was why maintaining what was in place was so important. She did not support adding new infrastructure, but felt they had to maintain what was in place.

Haddix noted that recreation was not a factor in his family's decision to move here 25 years ago, and he was not seeing that emphasis. The highest reason he saw for people moving to Peachtree City was the sign ordinance. Fleisch asked if it was not the schools, and Haddix said no because many of them did not have children.

Haddix said the safety was the second factor he heard, and the path system. The schools were only important to those with children. Haddix said that the recreational amenities were nice, but they were not what brought residents to the community.

Dienhart said that might be the case, but when signage and parks became rundown, people began complaining and influenced potential residents to move elsewhere. Haddix agreed, noting that they had to maintain the City to support the appeal of the motivating factors.

Pennington said that there was one key element in selling the City, and that was Council. Everyone had to have selling the City as the primary focus and put the City's image first. Haddix agreed, saying that when the Fireball Run participants had voted Peachtree City as their best stop, they cited the presentation and involvement of the elected officials in hosting their stop.

Learnard said she moved to Peachtree City from Alpharetta specifically for recreation. She came for a road race and, driving back, told her husband how beautiful the City was. Her second influence was the City's green spaces. While she had heard from a citizen about the need for maintenance of the green spaces, and she had toured the City with Caspar; however, this was not Hilton Head, and the green spaces were kept in a natural, preserved state. She felt that was very important. Her third influence was the path system. She echoed Dienhart's comments about the need for new and upgraded signage to give the community a facelift.

Learnard said, regarding another element of image, was that she thought there was a negative perception that Peachtree City was a difficult location to establish a business. She said they needed to better understand the challenges faced by local businesses. Fleisch said she felt this was something the new Fayette County Development Authority employee could address and help to streamline. Haddix said it was not as bad as it used to be, but could still be improved. Learnard said there needed to be a single location on the web site and people needed to know the City would help.

Fleisch added that, in her experience dealing with relocating families, the first component they looked at was the school system. Peachtree City's amenities were then the cherry on top, the thing that brought people to the community.

Annexation

Pennington said he wanted Council to discuss their position on annexation. To him, it reflected control of environment, and said there were two or three areas that needed to be controlled. He said east, west, and south of the City were huge developmental issues that would impact Peachtree City. Pennington clarified that he was specifically talking about areas to which Public

Safety already responded. He said he would like to see Council take a close look at those areas.

Learnard agreed. Haddix said there was a definite area to the south that needed review. The area to the east only moved the line out and could lead to additional issues. Pennington clarified that he was speaking of areas that were not in the City but Peachtree City was, to some extent, taking care of. Pennington said he was hoping Council would support bringing discussions of these areas forward. Dienhart agreed that it was better to prepare for possibilities than to wait until a request was made.

Pennington noted that some states considered a three-mile area beyond municipal borders as an "extra territorial jurisdiction," with zoning control or input within those areas to ensure that, if an area was annexed, it was already in conformance with the rest of the City. Development on the immediate borders of a City did not occur without that city's input.

Learnard agreed that they should proceed with a review of these areas.

Budget Schedule
Salvatore reviewed the schedule for the preparation of the FY 2013 Budget. There would be two workshops in June, public hearings in July, and adoption of the budget scheduled for the end of July. Learnard noted she would be out of town the last week of July. Salvatore noted that staff level budget work would begin in March.

Pennington said his final item was that many operational changes had been implemented in the preceding year. He was continuing forward with those and would he would continue bringing improvement proposals forward to Council to help streamline the operations.

Learnard said the City needed to play up the things Peachtree City did better than other communities did. She also said that the City had a number of veterans programs, and they had been nervous about some of the changes over the past year. Learnard thanked staff for working with the veterans groups to allay their concerns and keep the special events on track.

Retreat adjourned at 3:03 p.m., with attendees touring the new Community Room on the lower level of City Hall. City Planner David Rast gave a brief overview of the upcoming "ONE Peachtree City" program for updating the City's Comprehensive Plan.

____
Pam Dufresne
Deputy City Clerk

____
Don Haddix
Mayor

____
Betsy Tyler
City Clerk

City Council of Peachtree City
Meeting Minutes
March 15, 2012
7:00 p.m.

The Mayor and City Council of the City of Peachtree City met in regular session on Thursday, March 15, 2012. Mayor Haddix called the meeting to order at 7:00 p.m. Other Council Members in attendance were: George Dienhart, Vanessa Fleisch, Eric Imker, and Kim Learnard.

Announcements, Awards, Special Recognition
There were none.

Public Comment
Bill Posey apologized to Council for how he handled himself at the March 1 meeting regarding his comments on the Bradford Estates/Creekside Crossing/Southside Church (BCS) Pond and for the conflict caused to City staff, particularly City Planner David Rast, City Engineer Dave Borkowski, and City Attorney Ted Meeker. Posey said that, on March 1, he had made slanderous comments in reference to Rast, the City, and City staff. Posey continued, for the record, that he had been in Rast's office on March 1 where Rast spent 45 minutes to an hour trying to explain the confusion going on with the BCS Pond and the Southside Church parking lot expansion. Posey said he was the one who walked out, feeling that Rast had explained things so he could understand them as a lay person. Posey hired his own engineer, who helped him work out what was going on even more.

Agenda Changes
Imker moved to remove *Budget Amendment 12-012 Developer Contribution for Peachtree Parkway North* from Consent Agenda Item 2. Learnard seconded. Motion carried unanimously.

Minutes
March 1, 2012, Regular Meeting Minutes
Haddix noted there was an additional document on the dais – a change submitted by Imker. Imker moved to approve the March 1, 2012, regular meeting minutes as amended. Learnard seconded. Motion carried unanimously.

Monthly Reports
Haddix noted there was an additional document on the dais – the Fire Department report for February. There were no comments regarding the Monthly Reports.

Consent Agenda

1. **Consider Appointments to CVB – Michael Nelson, hotel alternate & Sherri Smith Brown, business seat**
2. **Consider Budget Amendments – FY 2012**

Haddix noted there was an additional document on the dais for Consent Agenda 1 – the staff memo regarding the appointments to the Convention & Visitors Bureau (CVB). Michael Nelson was recommended for appointment as the hotel/motel member alternate and Sherrie Smith Brown as the "business person with current or previous related experience" member.

Imker moved to approve Consent Agenda 1, the appointments to the CVB. Dienhart seconded. Motion carried unanimously.

2. Consider Budget Amendments – FY 2012
Imker had questions regarding two of the six remaining amendments. Referring to *Amendment 12-011 Local Maintenance & Improvement Grants (LMIG) for Street Resurfacing*, Imker said there were four itemized listings, two of them for Dividend Drive. He asked City Engineer Dave Borkowski to confirm that one project was north of TDK Boulevard and one was south of TDK Boulevard. Borkowski said there were two separate repaving projects on Dividend Drive that received LMIG funds from the Georgia Department of Transportation (GDOT). Borkowski said that the GDOT referred to the projects as north of Kelly Green and south of Kelly Green, but he would need to confirm that.

Imker continued that the grants totaled $469,633, asking if those funds were accounted for in the budgeting for this year's projects. Borkowski said the grants were for the specific purpose of paving, and he understood the Public Services Director had accounted for the grants in the budget. Imker said he just wanted to ensure the funds were included in the budget, and the funds were supplementing the City's General Fund.

Imker referred to Budget Amendment 12-016, which was the VC3 assessment of the City's computer system. He said he had no problem spending $32,000 for the assessment. He understood the VC3 team was now at the City in-house supplementing the IT Department since the IT administrator had left the City. It was a lot of money, and he hoped the City was getting its money's worth. He asked if more would be needed.

City Manager Jim Pennington said more money would be needed, as discussed at Retreat, but not for the assessment. He said VC3 had 15 technicians on-site and five administrative staff, who reviewed and put the final report together. Pennington said he felt what was in the budget for IT this fiscal year was not correct, and spending more now would be better in the long run as the system would use a better type of equipment that operated more efficiently. It would not lower costs from an administrative standpoint, but would put the City in better shape for the future. Dienhart said that, from what he had seen in the presentation of the report at Council Retreat, the system would be much simpler and easier to support and maintain.

Haddix said what had taken place with IT had developed over many Councils. The overhaul was costly, but needed.

Imker recognized former IT Administrator Matt Robinson, saying Robinson had done an excellent job for the City over his 17-year tenure and had put off leaving for his new position until the assessment was completed. It would take some time to fill the vacant position, and some of the money needed to pay VC3 could be taken from Robinson's salary. Pennington said that was correct. Haddix also said he appreciated Robinson, and he was a master of chewing gum and band aids, and was a man of honor. Pennington concurred; adding that Robinson knew strong support was needed and had kept the system together.

Imker moved to approve Budget Amendments 12-011, 12-013 – 12-017. Learnard seconded. Motion carried unanimously.

New Agenda Items
03-12-05 Consider Bid – Highway 74 South Landscaping
City Planner David Rast said the bid was for the planting material to go along SR 74 South, particularly along the soundwalls. Rast continued that the City had received a $50,000 GATEway grant from GDOT one to one and one-half years ago for the project, with the funding for the grants coming from the permits issued to billboard companies. Staff had been working

GDOT to get the necessary permits for the planting, and had entered into agreements for the mowing and maintenance of the landscaping. Everything was in place to move forward, except for the contractor.

Rast continued that the overall landscaping project was put out to bid earlier in the year, and all the bids come in significantly over the $50,000. The bid was put out again with a revised plan that limited the plant material to areas next to the soundwalls, and four bids were returned. One was a resubmittal and three had bid on the revised plans. Tri Scapes, Inc., from Concord Village had the lowest bid at $59,616, still above the $50,000.

Rast continued that staff recommended the bid be awarded to Tri Scapes, Inc., for $50,000, which included $2,500 for a two-year maintenance agreement. Rast said additional plantings had been identified in the area between the tunnel under the highway at Willow Road and Peachtree Villas that could be removed to keep the project at $50,000. He asked Council to consider funding the remaining $7,616 from the Public Improvement Program (PIP) contingency fund.

Rast said a variety of deciduous, evergreen, and flowering vines would be planted along the base of the soundwalls that would eventually cover the walls. The areas where plantings had been removed due to the cost constraints would be included in the next phase. The next round of funding for the grant program was this summer, but the City could not apply for more funding until the current grant money was spent, according to the administrator of the program. The funds came from billboard companies when they paid for permits to remove trees from the rights-of-way along interstates.

Haddix asked if the cost would be the same for the landscaping that would be done separately. Rast said the master landscape plan had been bid out initially. The plan was broken down into phases after the first bids came in too high. Technically, this project was Phase 1A. The cost would probably be about the same. The plant material north of the soundwall would be similar to the landscaping on SR 54. Also, the City had proposed closing some of the gaps cleared by GDOT for the road-widening. Haddix said if the cost was about the same, he was not opposed to waiting. Learnard agreed, saying they should spend the money they had and reapply as soon as possible.

Learnard asked how long the encroachment permit would be in effect. Rast said the permit had been issued for the entire project, but it might be amended since the project had been broken down into phases. He needed to confirm what was needed with the GDOT. The special encroachment permit allowed the City to install landscaping in the GDOT's right-of-way.

Fleisch thanked Rast for his work, saying it would make a huge difference on SR 74 aesthetically. Rast said there were still few months left considered as the prime time to plant.

Learnard moved to award the bid for landscaping associated with Phase 1A of SR 74 South soundwall enhancement project to Tri Scapes, Inc., not to exceed $50,000. Fleisch seconded. Motion carried unanimously.

03-12-06 Consider Reallocating SPLOST Funds from Redwine/Robinson Roads Intersection Project

Imker moved to reallocate the $110,000 for the Redwine Road/Robinson Road intersection to 2012 street resurfacing projects. Learnard seconded. Motion carried unanimously.

03-12-07 Consider Intersection Improvements at Tinsley Mill and Loring Lane

Imker asked Borkowski if proposed turn lanes at Tinsley Mill and Loring Lane on Peachtree Parkway North were warranted. Borkowski said they were.

Imker moved to continue 03-12-07 *Consider Intersection Improvements at Tinsley Mill and Loring Lane* to April 5. Learnard seconded. Motion carried unanimously.

Council/Staff Topics

Hot Topics

Pennington reported a young child had locked himself in the restroom at a park. The incident had created some excitement, but the child was fine.

Dienhart referred to the March 10 incident where residents were robbed at gunpoint on the cart path system behind the Concord Village Apartments. He asked Police Chief H.C. "Skip" Clark if the cart paths were patrolled. Clark said the paths were patrolled as often as possible with the staff he had available. Dienhart asked what the decision process was regarding any patrol on the paths. Clark said there was not an easy answer. There were officers out on the paths as often as possible, but there was no way for an officer to cover 90 miles of paths, especially at 20 miles per hour or slower. There were areas identified for extra patrol.

Fleisch asked how many hours were spent on the paths. Clark said the hours had increased over the last three years, but hours were down a bit last year because there was more significant interaction on the paths with arrests and enforcement. He did not have the current figures. His best guess was approximately 1,000 hours, but it was all contingent on what else was going on.

Dienhart said visibility was a large part of crime prevention, asking if the police could be more visible in the area where the robbery occurred. Clark said he did not disagree; the area was now a focal point. They had to balance it with the other focal points. Haddix said he knew there were multiple areas. Clark said it was a partnership with the community. The Department relied on the citizens who used the paths to call and make them aware of things.

Dienhart asked Clark if he had the tools needed to analyze where occurrences took place. Clark said, when asked for a crime analysis of a certain area, the information must be pulled manually and cleaned up to ensure it was what was needed, then the data was sent to IT, where Robinson plugged the data into the GIS system. This was usually a three-day turnaround. They were trying to look at things analytically to help them work smarter. Clark said they were looking at a records management program that captured all the data. Dienhart asked if the software would help with better analytics. Clark said it was a tool, as was being able to share intelligence. Pennington said this particular software would not work properly on the City's current system, which was another reason work needed to be done on the City's IT infrastructure. Dienhart commented that most people did not realize what records management software could do. It would be a tool to help protect the City. Clark added that if everyone, including the Fayette County Sherriff's Department, was on the same system, it would be a great help.

Fleisch noted the Concord Village Apartments had a new owner and asked Clark if the new management had been helpful, noting the past manager had been very helpful. Clark said he had not had any interaction with the new management. Typically, the management worked well with the Department. Fleisch felt it would be good for Clark to meet with the new management.

Learnard moved to convene in executive session at 7:40 p.m. for personnel, pending or threatened litigation, and acquisition of real estate. Fleisch seconded. Motion carried unanimously.

Imker moved to reconvene in regular session at 9:07 p.m. Learnard seconded. Motion carried unanimously.

Learnard moved to approve the real estate purchase agreement with Concord Gwinnett Owner in the amount of $14,919 and authorize the Mayor to sign the agreement. Fleisch seconded. Motion carried unanimously.

Learnard moved to deny claim presented by Mr. Breedlove as such claim was presented. Fleisch seconded. Motion carried unanimously.

Learnard moved to approve the performance evaluation of the City Manager. Fleisch seconded. Motion carried unanimously.

There being no further business to discuss, Learnard moved to adjourn the meeting. Dienhart seconded. Motion carried unanimously. The meeting adjourned at 9:09 p.m.

Pamela Dufresne, Deputy City Clerk

Don Haddix, Mayor

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
Janet I. Camburn, Assistant Finance Director

DATE: March 29, 2012

SUBJECT: Budget Amendments – Fiscal Year 2012

April 5, 2012 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments to amend the 2012 budget resolution.

Discussion:

Attached please find budget amendments 12-018 through 12-020 for fiscal year 2012 submitted for your approval. Budget amendment 12-018 establishes a budget in the 2012 PIP Fund to recognize the State Capital Grant for SR 74S Landscaping. The bid for this work was approved by City Council on March 15, 2012.

Budget amendment 12-019 amends the General Fund budget by adjusting franchise fees from Georgia Power and Coweta/Fayette EMS to the actual amounts received this fiscal year. The amendment also reduces program fees and facility rental in Gathering Place and Kedron departments, along with fees for tournaments (now reported in the Special Revenue Fund 244). The amendment also reduces expenditures at Kedron that are associated with the pool closure for several months. The entire impact of this amendment will reduce the use of surplus carryover.

Finally, budget amendment 12-020 establishes a budget for stormwater work at Loblolly Circle. The funds for this work will come from the Renewal Extension funds in the Stormwater Utility Fund.

Budget Impact:

The proposed budget amendments impact the General Fund, the PIP Fund 332, and the Stormwater Utility Fund 521. A separate reconciliation is provided for the net impact on each fund.

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.

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-018

DATE 4/5/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
332-4110-541276	CIP-052-CONSTR	SR 74S Landscape - Phase IA	50,000	
332-4110-334302	CIP-052-GATEWAY	State Capital Grant - GA DOT	50,000	

To establish budget in fund 332 for the Gateway Landscape Grant for Hwy 74S - sound walls.

Entered ______

Approved ______

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-019

DATE 4/5/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-0000-311710	xxx	Georgia Power Franchise Fees	93,769	
100-0000-311711	xxx	Coweta/Fayette Franchise Fees		41,721
100-5520-347553	xxx	Program Fees - Gathering Place		8,726
100-5520-381004	xxx	Facility Rent - Gathering Place		4,128
100-6110-347556	xxx	Program Fees - GF Tournaments		6,440
100-6122-347554	xxx	Program Fees - Kedron Pool		40,000
100-6122-531220	xxx	Natural Gas - Kedron		10,000
100-6122-531230	xxx	Electricity - Kedron		3,000
100-6122-521200	xxx	Professional Service - Kedron		20,000
100-0000-389025	xxx	Surplus Carryover		25,754

To adjust several budgeted revenue accounts in the General Fund including franchise fees for Georgia Power and Coweta/Fayette to the actual amount received and to reduce amounts in the Recreation area to what is projected for the fiscal year. Some of these revenue reductions are off-set by expenditure reductions and the balance is a reduction in the use of Surplus Carryover for the fiscal year.

Entered ____________

Approved ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 12-020

DATE 4/5/2012

ACCOUNT	***PROJECT***	***DESCRIPTION***	***INCREASE***	***DECREASE***
521-4250-541939	SW-039-DES-ENG	Infrastructure - Loblolly Circle	10,000	
521-4250-541939	SW-039-CONSTR	Infrastructure - Loblolly Circle	75,000	
521-0000-389025	xxx	Surplus Carryover	85,000	

To establish a budget for stormwater construction at Loblolly Circle. Funds to cover these costs to come from Surplus Caryover - Renewal & Extension funds.

Entered ______

Approved ______

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2012

April 5, 2012

General Fund	Decrease both revenues and expenditures by $25,754
PIP Fund 332	Increase both revenues and expenditures by $50000
Stormwater Utility Fund 521	Increase both revenues and expenditures by $85,000

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and Council

VIA: City Manager

FROM: Deputy City Clerk

DATE: March 21, 2012

SUBJECT: Qualifying Location Permit – CAF Dixie Wing Hangar
1200 Echo Court

April 5, 2012, City Council Meeting

Recommendation:
Staff recommends Council consider the attached application for a qualifying location permit.

Discussion:
The Dixie Wing of the Commemorative Air Force, 1200 Echo Court, has applied for a Qualifying Location Permit. James R. Buckley, the Wing Leader, has asked to be appointed as the Licensee and License Representative. Members of the Dixie Wing will attend the meeting on April 5 to answer any questions you may have.

Budgetary Impact:
The impact to the budget would be $150 annually to renew the permit and any fees collected by organizations renting the facility for events. The Special Event Permit fee is $50; however, the fee is waived for non-profit organizations holding fundraisers.

Attachments

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 Qualifying Location Permit

Name: DIXIE WING COMMEMORATIVE AIR FORCE	Location: 1200 ECHO CT.	
Mailing Address: 1200 Echo ct. Peachtree City, GA 30269	Business Telephone: 678-364-1110	
Name of Licensee: JAMES R. BUCKLEY Dixie Wing of CAF	Home Address: 783 EBENEZER Rd FAYETTEVILLE GA 30215	Home Phone Number: 770-487-5882
Name of License Representative: SAME	Home Address:	Home Phone Number:

Please indicate the type of permit you are applying for:

	Malt Beverage
	Wine
✓	Distilled Spirits (Includes Malt Beverage and Wine)

NAME *Individual Owner's Name, Partners' Names, Corporation Name and the name of a Contact Person regarding License changes, taxes, etc.:*	**ADDRESS** *Please provide Home Addresses for the individuals listed:*	**TELEPHONE** *Please provide Home and Business Numbers for individuals listed:*
Wing Leader, James Buckley		
VP of Administration, Keith Lawrence		
Malcolm Lelliott, Adjutant		
Chris Madrid, PIO		

PEACHTREE CITY
PLAN TO STAY™

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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:

James R. Buckley
783 Ebenezer Road
Fayetteville, GA 30215

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.

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

3/20/12
Date

Terry L. Ernst
Witness

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor Haddix and Members of Council**

VIA: **Dr. Jim Pennington, City Manager** DRB for JP

FROM: **Edwin Eiswerth, Fire Chief** eFE

DATE: **March 28, 2012**

SUBJECT: **Consider Fayette County Temporary Automatic/Mutual Aid Agreement**
April 5th, 2012 Council Meeting

Recommendation:

That the Mayor and Council authorize the Mayor to sign the Temporary Automatic Aid for Fire and EMS Services between Fayette County and Peachtree City for the areas designated in the agreement.

Discussion:

Fayette County is repairing the Bernard Road and State Route 85 intersection over the next 6 months. During the course of these repairs, part of Bernard Road will be closed to all traffic. This cuts off parts of unincorporated Fayette County from timely response from Fayette County Station 5. These portions of unincorporated Fayette County are on the southern borders of Peachtree City and closer to Peachtree City Station 83.

The purpose of this agreement is to provide for "temporary" emergency response to the areas designated in the agreement during the closure of Bernard Road.

There is only an average of 55 calls for service annually in the designated areas.

Operationally, staff believes having this Automatic/Mutual Aid agreement signed and in-place is the right thing to do during the closure of Bernard Road. The City Attorney has reviewed the agreement and has no problems with the agreement as written.

Budget Impact:

There is limited impact on budget because of the anticipated slight increase in call volume.

AGREEMENT OF TEMPORARY AUTOMATIC AID FOR FIRE & EMERGENCY MEDICAL SERVICES

FAYETTE COUNTY / PEACHTREE CITY

This agreement is made and entered into this _______ day of _______ 2012, by and between Fayette County, a political subdivision of the State of Georgia, acting by and through its duly elected Board of Commissioners, and the City of Peachtree City, organized and existing under the laws of the State of Georgia, acting by and through its duly elected Mayor and Council.

WITNESSETH:

WHEREAS, Fayette County and Peachtree City, Georgia are contiguous; and

WHEREAS, Fayette County and Peachtree City, Georgia each maintain and staff a fire department for the purpose of, fire suppression, emergency medical services, and support services; and

WHEREAS, Fayette County and Peachtree City, Georgia have determined that due to the closing of a portion of Bernard Road that is critical to emergency response to a large portion of Bernard Road, Redwine Road and associated subdivisions with access from these roads, it is to the benefit of the citizens living and traveling in this area and each of the parties hereto that Peachtree City Fire & Rescue render first responder services consisting of fire suppression, emergency medical services, and support assistance to the other party in the event of a local emergency during the time of this road construction for a period not to exceed six (6) months from the time of agreement. Fayette County will continue to respond and serve the area with Peachtree City furnishing apparatus as a first responder. Fayette County will continue to be responsible for the transportation of patients.

WHEREAS, it is the desire of the parties hereto to enter into this agreement for Automatic Aid (Mutual Response) pursuant to the 1983 Constitution of the State of Georgia, Article IX, Section 11, Paragraph 3 and the Official Code of Georgia Annotated O.C.G.A. 8 36- 69- I, ct. seq. – "The Georgia Mutual Aid Act."

NOW THEREFORE, in consideration, of the mutual covenants contained herein, and for other good and valuable consideration, the parties hereunto agree as follows:

ARTICLE I- AUTOMATIC AID (MUTUAL RESPONSE)

Paragraph 1.0 The parties shall establish a response district which shall exist within and up to certain feasible boundary limits as designated and agreed upon by the Fayette County Fire Chief and the Peachtree City Fire Chief. Said agreed upon streets will be recorded in a document written and signed by both the Fayette County Fire Chief and the Peachtree City Fire Chief. Subsequently, that document shall be attached and incorporated into this agreement as Addendum A. The area will hereinafter be referred to as "response district." This response district may be changed to reflect additions or deletions of response areas with the written approval of both Fire Chief's.

Paragraph 1.1 In the event of any fire, emergency medical or other local emergency occurring in the response district, Fayette County and Peachtree City shall furnish such fire, emergency medical services, or support services as may be reasonably required to cope with such emergency, in addition to the first response assignment, but subject to the limitations hereinafter set forth in this agreement.

Paragraph 1.2 The level of Automatic Aid (Mutual Response) shall exist at a level mutually agreed upon by the Fayette County Fire Chief and the Peachtree City Fire Chief. Said Agreements shall be written and signed by the Fayette County Fire Chief and the Peachtree City Fire Chief. Subsequently, the document shall be attached to this Agreement as Addendum B.

ARTICLE 2- SUPERVISION

Paragraph 2.0 Any incidents occurring within the jurisdiction will be managed utilizing the National Incident Management System.

ARTICLE 3- LIABILITY

Paragraph 3.0 There shall be no liability imposed on any party or its personnel for failure to respond to an incident due to resource limitations.

Paragraph 3.1 Every employee shall be deemed to be the employee and agent of their regular employer, and under no circumstances shall any employee be deemed to be an employee or agent of any entity other than their regular employer.

Paragraph 3.2 All damages or repairs to any equipment or apparatus shall be the responsibility of the jurisdiction which owns said equipment or apparatus. However, in cases where State or Federal assistance is made available, all responding jurisdictions shall be treated as if they were a part of the jurisdiction receiving Automatic Aid for the purpose of the distribution of resources or reimbursements. Said disbursement shall be proportionate to the level of actual involvement in the incident that precipitated the receipt of Automatic Aid.

Paragraph 3.3 Nothing contained in this Agreement shall be construed to be a waiver of either the County or the City sovereign immunity, any individual's qualified immunity, official immunity, or any other immunity or exemption from liability provided for by law.

ARTICLE 4- CONSIDERATIONS

Paragraph 4.0 No party under this Agreement will be required to pay any compensation to any other party under this Agreement for services rendered pursuant to this agreement.

Paragraph 4.1 It is expressly agreed that the advantage and protection afforded by this Agreement is adequate consideration to both parties for services rendered pursuant to this Agreement.

Paragraph 4.2 Each party to this Agreement shall comply with the Workers Compensation laws of the State of Georgia at no cost to the other party.

Paragraph 4.3 Each party shall pay the salaries, benefits, and all other compensation of its own personnel at no cost to the other party.

ARTICLE 5- RELEASE OF CLAIMS

Paragraph 5.0 Each party agrees to release the other party from any and all liabilities, claims, judgments, costs, or demands for damage to its own property whether directly or indirectly arising out of the use of any vehicle, equipment, or apparatus by the party to which said property does not belong during the provision of service pursuant to this Agreement.

ARTICLE 6- INJURIES TO PERSONNEL

Paragraph 6.0 Any damage or other compensation which is required to be paid to any employee by reason of an injury occurring while their services are being utilized by the responding and/ or receiving jurisdictions pursuant to this Agreement shall be the sole liability and responsibility of the party regularly employing that employee.

ARTICLE 7- NO THIRD PARTY BENEFICIARIES

Paragraph 7.0 This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

ARTICLE 8- TERM

Paragraph 8.0 This Agreement shall commence and continue until completion of the road work and the road is opened for emergency response or for six (6) months whichever would occur first . This Agreement shall automatically be renewed should the six (6) month time frame occur and the roadway not be finished. The renewal period would be for one (1) month increments as agreed upon by the Fire Chief's.

Paragraph 8.1 Nothing in this Article shall preclude termination pursuant to Article 15.

ARTICLE 9- COMMUNICATIONS

Paragraph 9.0 The Fayette County 911 Center will simulcast any call for service in the identified area to both Fayette County and Peachtree City. Units will be instructed to operate on a common Tac channel as assigned to the incident for the duration of said incident. Command staff from the departments will assign and/or cancel apparatus so as to achieve the necessary assignment for said emergency.

ARTICLE 10- MOVE UP OF EQUIPMENT

Paragraph 10.0 Each party agrees and acknowledges that it will be the responsibility of each party to provide the back up coverage necessary for the operations of its own department.

Paragraph 10.1 In the event that a jurisdiction determines that it has deployed a substantial portion of its fire suppression or specialized equipment on a single incident, then the jurisdiction may request Mutual Aid to cover vacant areas. Such Mutual Aid would be rendered at the discretion of the jurisdiction requested to render assistance by moving up Mutual Aid units into the vacant areas of the jurisdiction requesting Mutual Aid.

ARTICLE 11- ADMINISTRATION

Paragraph 11.0 The Fayette County Fire Chief and the Peachtree City Fire Chief agree to cooperate and be jointly responsible for the proper administration of this Agreement.

ARTICLE 12- ENTIRE AGREEMENT

Paragraph 12.0 This Agreement and the attached addenda shall constitute the entire agreement between the parties and no modification thereof shall be binding unless evidenced by a subsequent written agreement signed by the Fayette County Fire Chief and the Peachtree City Fire Chief.

Paragraph 12.1 This Agreement shall be the instrument which controls the provision of any emergency Automatic Aid between the parties.

ARTICLE 13- TERMINATION

Paragraph 13.0 Either party to this Agreement may terminate this Agreement by giving not less than ten (10) days advance notice to the other party.

ARTICLE 14- SEVERABILITY OF TERMS

Paragraph 14.0 In the event any part or provision of this Agreement is held to be invalid, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect.

ARTICLE 15- NOTICES

Paragraph 15.0 All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly delivered to the party intended to receive said notice or communication when delivered personally, in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid and addressed to the appropriate party at the appropriate address.

ARTICLE 16- GOVERNING LAW

Paragraph 16.0 This Agreement shall be governed in all respects by the laws of the State of Georgia. Should any litigation arise under the provisions of this Agreement or related to this Agreement, proper venue shall lie in court of competent jurisdiction in Fayette County.

SO RESOLVED this _______ day of __________________________ 2012.

[redacted]

______________________________ ______________________________

Mayor, City of Peachtree City Fire Chief, City of Peachtree City

____

City Clerk, City of Peachtree City

SO RESOLVED this _______ day of __________________________ 2012.

______________________________ ______________________________

Chairman,
Fayette County Board Of Commissioners

Fire Chief, Fayette County

____

County Clerk,
Fayette County

AGREEMENT OF TEMPORARY AUTOMATIC AID FOR FIRE & EMERGENCY MEDICAL SERVICES

FAYETTE COUNTY / PEACHTREE CITY

Addendum A

Streets within the Response District:

ASHBOROUGH PK
BEL AIRE LOOP
BERNHARD RD
BIRKDALE DR
BRIAR MEADOW CT
BRISBANE CT
BROADMOOR DR
BROWNS CROSSING DR
BURBURY CLOSE
CADENCIA CT
CARNOUSTIE WAY
CARROLLS WAY
CHERRY HILLS DR
CHESHIRE CHASE
COLONY PT
CONSERVATORY PT
COTTONMILL CT
COUNTY DOWN
COVENTRY CT
DARREN DR
DORAL CT
DRESDEN PL
FARMS RD
GLEN GROVE
GLENFARE TRC
GLENWOOD CHASE
GREENBROOK WAY

HEMLOCK CT
HIGHGROVE DR
INVERNESS SHORES DR
ISLEWORTH WAY
JEFFERSON WOODS DR
KAPALUA PT
KILLARNEY DR
LONGMEAD DR
MEETING HOUSE RD
MOCKINGBIRD TR
MONARCH DR
NEWHAVEN DR
OAK SHADOW WAY
OLD IVY
OLD VALLEY PT
PEBBLE BEACH DR
PLEASANT HL
QUARTERS RD
REDWINE RD
RIVIERA CT
S PEACHTREE PKW
SENECA PL
SHOAL CREEK RD
SILVERMERE
SOUTHGATE DR
SPRING MIST DR
ST ANDREWS DR
ST CHARLES PL
STONEBRIAR LN
STONEHAVEN DR
STREAMVIEW CT
STRICKLAND CT
SUFFOLK PL
SWILCAN CT
TALL TIMBER CT
TARRAGON DR

TRALEE DR
TROON DR
TROTTERS RDG
TURNBERRY CIR
WEST CREEK CT
WELLBORN CHASE
WENTWORTH CT
WHITEGATE DR
WINGED FOOT TRL
WOODBERRY PL
WOODCREEK LN
WOODLEIGH DR
WOODMERE LN

Map to accompany:

AGREEMENT OF TEMPORARY AUTOMATIC AID FOR FIRE & EMERGENCY MEDICAL SERVICES

FAYETTE COUNTY / PEACHTREE CITY

Addendum B

Mutual Aid Level of Response

Fayette County requests the following type unit as a first response:

Fire (Any Type):	One (1) Engine, One (1) Medic Unit, One (1) Squad One (1) Shift Supervisor
Medical (Any Type):	One (1) Engine

Due to the additional distance added by the closure of Bernard Road, Peachtree City is requested to function as a first responder to the designated area with the above agreed upon levels of apparatus. Fayette County will respond with a standard response to all calls in the outlined area. Fayette County will be solely responsible for the transport of all patients. The BC from PTC will coordinate resources with the BC from Fayette Co. to add or cancel any resources needed to adequately fill the alarm assignment.

____
Fire Chief, City of Peachtree City

____
Date

____
Fire Chief, Fayette County

____
Date

Keep Peachtree City Beautiful, Inc.
209 McIntosh Trail
Peachtree City, GA 30269
Tel: 770.632.3195
Fax: 770.631.2533
E-mail: kptcb@peachtree-city.org

MEMO TO: Mayor and City Council

FROM: Al Yougel, Executive Director
Keep Peachtree City Beautiful, Inc.

DATE: March 29, 2012

SUBJECT: 2012 KPTCB Budget

April 5, 2012 City Council Agenda

Recommendation:

To approve the fiscal year 2012 budget for Keep Peachtree City Beautiful (KPTCB).

Discussion:

As part of the intergovernmental agreement between the City of Peachtree City and Keep Peachtree City Beautiful, a 501(c)(3) and a component unit of the City beginning in fiscal year 2012, an annual budget for the organization must be presented to Council. Attached please find a copy of the fiscal year 2012 budget for your approval. In the future, the annual budget will be presented to City Council in the month of September prior to the beginning of the fiscal year.

Budget Impact:

The waste haulers franchise fees included in this budget in the amount of $37,200 agrees with the City's franchise fee collections and quarterly disbursements to KPTCB recorded in a Special Revenue Fund.

Thank you for your attention to this matter.

JIC/KPTCB – 2012 BUDGET

KPTCB BUDGET
FISCAL YEAR 2012

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual
REVENUE					
Waste Haulers Franchise Fees	**$ 9,300**	**$ 9,300**	**$ 9,300**	**$ 9,300**	**$ 37,200**
Recyclables	**2,460**	**2,460**	**2,460**	**2,460**	**9,840**
Litter/Compost Contract	**-**	**10,250**	**10,250**	**10,250**	**30,750**
	$ 11,760	**$ 22,010**	**$ 22,010**	**$ 22,010**	**$ 77,790**
EXPENDITURES					
Purchased/Contracted Services:					
Professional Services					
Tax/990 Preparation	$ -	$ -	$ -	$ 650	$ 650
Contract Services					
Bin Pulls	2,340	4,225	4,225	4,225	15,015
Technical Services					
Software Support	-	-	150	150	300
Software Development		-	-	-	-
Repairs & Maint Equipment	-		-	300	300
Repairs & Maint Vehicles					
Truck/Car	-	250	150	250	650
Golf Cart			1,625	400	2,025
Rental/Lease					
Golf cart	275	100			375
Recycle bins	2,275	2,845	3,250	3,250	11,620
Office/Utilities	150	150	150	150	600
Liability Insurance					
Dir/Officer	-	790	-	-	790
Vehicles	200	1,600	-	-	1,800
Drop Off	790	-	-	-	790
Other		1,300			1,300
Communications					-
Advertising/Promotion		320	-	-	320
Printing & Duplication	-		255	100	355
Postage					
Office		45			45
Travel					
KGB	-	-	-	150	150
KAB	200	-	-	-	200
Dues & Fees					
KAB	200	-	-	-	200
Other	50	-	150	-	200
Education & Training	-	-	-	-	-
Contract Labor	6,175	8,450	8,450	8,450	31,525
Total Purchased/Contracted Services	**12,655**	**20,075**	**18,405**	**18,075**	**69,210**

KPTCB BUDGET
FISCAL YEAR 2012

	1st Qtr	2nd Qtr	3rd Qtr	4th Qtr	Annual
Supplies:					
Office Supplies	-	-	-	-	-
Operating Supplies					
Materials	400	400	400	400	1,600
Computer Supplies	-	50	50	50	150
Gasoline	800	850	850	850	3,350
Small Tools & Equipment		250	260	500	1,010
Uniforms					
Shirts	-	220	250		470
Other	-	200	-	200	400
Total Supplies	**1,200**	**1,970**	**1,810**	**2,000**	**6,980**
Capital Outlay:					
Machinery & Equipment		800		800	1,600
Total Capital Outlay	**-**	**800**	**-**	**800**	**1,600**
Total Expenditures	**$ 13,855**	**$ 22,845**	**$ 20,215**	**$ 20,875**	**$ 77,790**
Total Available for Capital Reserves:					
Recycle Trailer	-				-
Golf Cart	-				-
Total Capital Reserve	**-**	**-**	**-**	**-**	**-**
Total Expenditures & Reserves	**$ 13,855**	**$ 22,845**	**$ 20,215**	**$ 20,875**	**$ 77,790**

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

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

DATE: **March 27, 2012**

SUBJECT: **Master Lease Agreement – Capital Equipment**

April 5, 2012 City Council Meeting

Recommendation:
Adopt the attached resolution authorizing execution of all documents pertaining to the Master Lease Agreement with Chase Equipment Finance for capital equipment purchases.

Discussion:
At the special-called City Council Meeting on March 9, 2012, Council accepted a proposal from Chase Equipment Finance to provide funding of capital equipment purchases listed in the city's 5-Year capital plan (PIP). The action taken at that time allowed us to lock in the formula Chase proposed for determining the interest rate(s) on loan draw-downs. Since then, the city's bond counsel and City Attorney have been working together with bank representatives to work out the details of the attached loan documents, including the Master Lease Agreement. No funds will be drawn at this time as the city is still finalizing purchase transactions that will be reimbursed by this lease arrangement sometime prior to fiscal year-end.

Budgetary Impact:
N/A

A RESOLUTION AUTHORIZING PEACHTREE CITY, GEORGIA (THE "LESSEE") TO ENTER INTO A MASTER LEASE-PURCHASE AGREEMENT, AS SUPPLEMENTED BY A MASTER LEASE-PURCHASE ADDENDUM (THE "LEASE") WITH THE PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION (THE "LESSOR"), PROVIDING FOR THE TERMS AND CONDITIONS UNDER WHICH EQUIPMENT WILL BE LEASED TO THE LESSEE AND WHICH LEASE WILL BE ASSIGNED BY THE TO JPMORGAN CHASE BANK, N.A. LESSOR PURSUANT TO AN ABSOLUTE ASSIGNMENT AGREEMENT (THE "ABSOLUTE ASSIGNMENT AGREEMENT"); TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the governing body of Lessee heretofore has determined that a true and very real need exists for the acquisition of public safety, public services and administrative/financial services equipment in fiscal years 2012, 2013, 2014 and 2015 (the "Equipment") and pursuant to a Request for Bids (Equipment Master Lease Purchase Agreement), dated February 12, 2012, solicited bids for the acquisition of the Equipment and the financing of the Equipment through a lease; and

WHEREAS, pursuant to a resolution adopted by the governing body of the Lessee on March 9, 2012 (the "Acceptance Resolution"), the Lessee, with the recommendation of the staff of Lessee, accepted the proposal (the "Proposal") of Chase Equipment Finance, an affiliate of JP Morgan Chase Bank, N.A. (the "Bank"), a copy of which Proposal was attached to the Acceptance Resolution as Exhibit "A" and is herein incorporated by reference; and

WHEREAS, pursuant to the Acceptance Resolution, the governing body of the Lessee authorized the staff of the Lessee to finalize the terms of the Lease, the Absolute Assignment Agreement and such other documents and certificates necessary and incidental thereto, subject to the review and approval of legal counsel, and such documents have been finalized and are presented at this meeting; and

WHEREAS, pursuant to the Lease, the Lessee and the Lessor will enter into equipment schedules from time to time to fund the purchases of the Equipment in each of fiscal years 2012, 2013, 2014 and 2015 in a principal amount not to exceed $5,854,730 (collectively, the "Schedules"), which Equipment will be described more specifically in the Schedules as appropriate and necessary to the functions of the Lessee;

WHEREAS, the interest rate applicable to each Schedule will be determined at the time of execution of the respective Schedule, all pursuant to the terms of the Lease; and

NOW, THEREFORE, BE IT RESOLVED by the governing body of Lessee that the forms, terms, and conditions and the execution, delivery, and performance of the Lease and the Absolute Assignment Agreement, attached as Exhibits "A" and "B" to this resolution and presented at this meeting are hereby approved and authorized.

BE IT FURTHER RESOLVED by the governing body of Lessee that the terms of the Lease are in the best interests of Lessee for the acquisition of such Equipment, and the governing body of Lessee approves the Lease and designates and authorizes the Mayor and City Clerk to execute and deliver, and to attest, respectively, the Lease and any related financing documents necessary to the consummation of the transactions contemplated by the Lease, including, but not limited to, the Absolute Assignment Agreement, the Schedules and any escrow agreement among the Bank, the Lessee and an escrow agent relating to the disbursement of funds pursuant to a Schedule (collectively, the "Financing Documents"). All other related contracts and agreements necessary and incidental to the Lease and the Schedules are hereby authorized. By a written instrument signed by the Mayor, the Mayor may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Lease and the Schedules on behalf of Lessee.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lessee's obligations under the Schedules shall be subject to annual appropriation or renewal by the governing body of the Lessee as set forth in the Lease and each Schedule and the Lessee's obligations under the Schedules shall not constitute a general obligation of the Lessee or indebtedness under the Constitution of the State of Georgia.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Equipment prior to receipt of the lease purchase proceeds under the Lease for the Equipment. The Lessee hereby sets forth its intent to reimburse such capital expenditures for the Equipment with the lease purchase proceeds.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lease and all Financing Documents shall be consistent with this resolution and the terms of the Proposal.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to such officer's satisfaction. The Finance Director is authorized to approve such changes to any Financing Documents previously signed by officers or employees of the Lessee, provided that such changes to any Financing Documents shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of Financing Documents for delivery constituting conclusive evidence of such officer's final approval of the Financing Documents final form.

BE IT FURTHER RESOLVED by the governing body of Lessee that the Lessee shall not take or omit to take any action the taking or omission of which shall cause the interest payments on the Lease to be included in gross income for federal income tax purposes of the registered owners of the Lease.

BE IT FURTHER RESOLVED by the governing body of Lessee that all prior actions of officers of the Lessee in furtherance of the purposes of this resolution are hereby ratified approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of such conflict. This resolution shall take effect immediately.

RESOLVED this April 5, 2012.

PEACHTREE CITY, GEORGIA

____
Mayor

____
Council member

____
Council member

____
Council member

____
Council member

ATTEST:

(SEAL)

____
City Clerk

Exhibit A

CHASE

MASTER LEASE-PURCHASE AGREEMENT

Dated As of: ________________, 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 **JPMORGAN CHASE BANK, N.A.** ("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.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. **PERSONAL PROPERTY.** All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. **MAINTENANCE AND OPERATION.** Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. **LOCATION; INSPECTION.** Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. **LIENS, SUBLEASES AND TAXES.**

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. **RISK OF LOSS.**

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule.

13.4 To the extent not prohibited by State law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. **PREPAYMENT OPTION.** Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to prepayment Lessee's obligations under a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) for such Lease plus the Termination Value amount set forth on the Payment Schedule to such Lease for such date. Upon satisfaction by Lessee of such prepayment conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. **LESSEE'S REPRESENTATIONS AND WARRANTIES.** With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. **TAX COVENANTS.** Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee; provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. **EVENTS OF DEFAULT.** For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. **REMEDIES.** If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. **RETURN OF EQUIPMENT.** If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. **LAW GOVERNING.** Each Lease shall be governed by the laws of the state of where Lessee is located (the "State").

23. **NOTICES.** All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by regular or certified mail or sent by an overnight courier delivery company to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing.

24. **FINANCIAL INFORMATION.** As soon as they are available after their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

25. **SECTION HEADINGS.** All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. **EXECUTION IN COUNTERPARTS.** Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. **ENTIRE AGREEMENT; WRITTEN AMENDMENTS.** Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

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

MASTER LEASE-PURCHASE AMENDMENT
(Financial Reporting Modifications)

Dated: SAMPLE

Master Lease-Purchase Agreement dated:SAMPLE

Lessee: PEACHTREE CITY, GEORGIA/SAMPLE

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 JPMORGAN CHASE BANK, N.A. ("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/SAMPLE

(Lessee)

By: ______________________________

Title: ______________________________

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(Lessor)

By: ______________________________

Title: ______________________________

MASTER LEASE-PURCHASE ADDENDUM

(For Local Government Leases - Excluding School Districts in Georgia)

Dated __________, 2012

Master Lease-Purchase Agreement Date: _________, 2012

Lessee: **PEACHTREE CITY, GEORGIA**

Reference is made to the above Master Lease-Purchase Agreement ("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 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 Leases, Lessor and Lessee hereby agree as follows:

1. **ORIGINAL TERM AND RENEWAL TERMS**. Section 3 of the Master Lease is deleted and replaced with the following:

3. TERM.

(a) 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 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. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rent Payment stated in the Payment Schedule to the Lease is due and payable.

(b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the calendar year in which such commencement date occurs. Each Renewal Term of a Lease shall be twelve months, shall commence on January 1 and shall end on December 31; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.

(c) Each Lease shall automatically renew for the next Renewal Term unless (a) on or before October 1 (*i.e.*, the first day of its fiscal year), the Lessee shall fail to appropriate moneys sufficient to pay the Rent Payment due for such Renewal Term or (b) on or before the first business day in December, the Lessee shall notify the Lessor in writing that the Lease will not be renewed for such Renewal Term. As soon as practicable, the Lessee shall provide Lessor notice of the appropriation of funds to make Rent Payments for the next succeeding Renewal Term.

2. **FINANCIAL CONDITION OF SUPPLIER**. Section 5.3 (d) of the Master Lease is hereby deleted and replaced with the following: (d) No material adverse change shall have occurred in the financial condition of Lessee or of any Supplier (except that if the Lessee has theretofore acquired from a Supplier equipment that is to be subject to the proposed Lease and the Purchase Price is payable by Bank to the Lessee as reimbursement, then the financial condition of the Supplier shall be disregarded).

3. **EFFECT OF NON-RENEWAL BY LESSEE**. Section 6 of the Master Lease is deleted and replaced with the following:

6. TERMINATION FOR NON-RENEWAL.

6.1 For each Lease, the Lessee represents that it has appropriated and budgeted the necessary funds to make the Rent Payments coming due for the remainder of the calendar year in which the Lease term commences and that it currently intends to make Rent Payments for the full Lease Term. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor; provided, that Lessee's governing body retains unrestricted authority to approve or reject any request for appropriations to make any Rent Payments. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor prompt written notice of such Non-Renewal Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments coming due in the current calendar year for which funds shall have been appropriated. "Return Date" means the last day of the current calendar for which appropriations were made for the Rent Payments due under a Lease."

4. **NO LEASE SCHEDULE HAS BEEN THE SUBJECT OF A FAILED REFERENDUM**. Lessee represents and warrants that no Items of Equipment were the subject of a referendum of the voters of Lessee within the four (4) calendar years preceding the date of the Schedule.

5. **LEASE SCHEDULE PLUS OTHER DEBT DO NOT EXCEED CONSTITUTIONAL & STATUTORY LIMITS**. For each Schedule, Lessee represents and warrants that the principal amount of such Schedule, when added to the amount of debt incurred by Lessee pursuant to Article IX, Section V, Paragraph I of the Georgia Constitution, does not exceed 10 percent of the assessed value of all taxable property within Lessee.

6. **TOTAL CALENDAR YEAR OBLIGATION STATED IN EACH PAYMENT SCHEDULE**. Lessee acknowledges that the total amount of the obligation of Lessee for Rent Payments under each Schedule for each calendar year is set forth on the Payment Schedule to the applicable Schedule.

7. **LESSOR RETAINS LEGAL TITLE TO THE EQUIPMENT**. Sections 8.1 and 8.2 of the Master Lease are deleted and replaced with the following:

   8.1 During the Lease Term of each Lease and until Lessee pays and performs in full all of its obligations under such Lease, Lessor shall retain legal title to the Equipment. For each Lease, if Lessee pays all of the Rental Payments for its entire Lease Term as set forth in the Payment Schedule to such Lease and pays and performs in full all of its other obligations under such Lease for its entire Lease Term or if Lessee exercises its purchase option under section 15 of the Master Lease for such Lease and pays the full amount due under said section 15, then Lessor shall transfer to Lessee all of Lessor's right, title and interest in the Equipment on an "AS-IS, WHERE-IS" basis with all faults, without recourse and without representation or warranty of any kind, express or implied, except for a representation that the Equipment is free and clear of any Liens created by Lessor.

   8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in Lessee's rights and interests in any and all of the Equipment (now existing or hereafter acquired), including, without limitation, Lessee's leasehold rights in all Equipment under the Leases, and in any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, uniform commercial code (UCC) financing statements and any amendments thereto.

8. **RISK OF LOSS**. Notwithstanding anything in Section 13 of the Master Lease to the contrary, the decision to replace Lost Equipment pursuant to clause (a) of the first sentence of section 13.3 or to pay the Termination Value as set forth in clause (b) of the first sentence of section 13.3 shall be at the option of the Lessee.

9. **ASSIGNMENT**. Notwithstanding anything in Section 18 of the Master Lease to the contrary, Lessor shall not be entitled to grant a security interest in any of the Equipment, but shall be permitted to assign its interest in any Lease and the Equipment.

10. **EVENTS OF DEFAULT**. Clause (f) of Section 19 shall be deleted. Therefore, a default under any other financing agreement with Lessor shall not be an Event of Default.

11. **REMEDIES**. Section 20 of the Master Lease is deleted and replaced with the following:

    20. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

    (a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all Rental Payments and other amounts coming due in the current calendar year under the Lease as to which there is an Event of Default when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

    (b) Lessor may require Lessee to promptly return all Equipment under a Lease as to which there is an Event of Default to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

    (c) Lessor may sell, lease or otherwise dispose of any Equipment under a Lease as to which there is an Event of Default, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all Schedules with respect to the Lease as to which there is an Event of Default plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to which there is an Event of Default as to any and all Equipment subject thereto;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy

12. **INTEREST RATE FORMULA**. The interest rate used to calculate the Rental Payments for each Lease commencing within 24 months of the date of this Addendum shall be calculated by multiplying the Index Rate by 65 percent and then adding the Spread. The "Index Rate" means (i) for a 60 month term, the 2 year Swap rate as reported on the Federal Reserve H.15 report as of 3 business days preceding the funding of the Lease, or (ii) for a 72 month term, the 3 year Swap rate as reported on the Federal Reserve H.15 report as of 3 business days preceding the funding of the Lease. The "Spread" means (i) for a 60 month term, .96 percent, or (ii) for a 72 month term, 1.14 percent. The interest rate after the first 24 months following the date of the Master Lease shall be as mutually agreed between the Lessee and Lessor.

13. **AFFIRMATION; CONFLICT**. Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the event of any conflict between its terms and conditions and the terms and conditions of the Master Lease.

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: ______________________

Exhibit B

ABSOLUTE ASSIGNMENT AGREEMENT

This **ABSOLUTE ASSIGNMENT AGREEMENT** (this "Assignment") is made as of __________, 2012 by and between Peachtree City Governmental Finance Corporation ("Lessor"), a Georgia nonprofit corporation whose mailing address is 151 Willowbend Road, Peachtree City, Georgia 30269, and JPMorgan Chase Bank, N.A. (the "Purchaser"), a National Association whose mailing address is 1111 Polaris Pkwy, Ste 3-A, Building Code OH1-1085, Attn: Operations Manager, Columbus, OH 43240.

WITNESSETH:

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

WHEREAS, Lessor is authorized pursuant to the provisions of Section 18.2 of the Lease to assign the Lease, including its right to receive the Rental Payments and other payments and amounts payable by Lessee thereunder, in whole or in part; and

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

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

Section 1. Assignment; Payment of Purchase Price. (a) Lessor hereby sells, transfers, delivers, and assigns to the Purchaser and its successors and assigns, forever, all of Lessor's right, title, interest, estate, claims, and demands (but expressly excluding any obligations of Lessor) as lessor in, to, and under the Lease, including any and all extensions or renewals of the term thereof, together with the Exhibits and Schedules (as defined in the Lease) now or hereafter attached thereto and any amendments, supplements, agreements, documents, and other instruments relating thereto, including, without limitation, insurance policy binders and certificates and maintenance agreements, and all rights, powers, privileges, options, and other benefits of Lessor as lessor under the Lease, including (without limitation) the immediate and continuing right to receive and collect all Rental Payments, insurance proceeds, condemnation awards, and all other payments and amounts due thereunder (collectively the "Assigned Payments"), the right to make all waivers and agreements and to enter into any amendments relating to the Lease or any provision thereof, and the right to exercise all rights and remedies as are conferred on Lessor by the Lease; provided, however, that legal title to the Equipment shall remain in Lessor subject to the security interest granted to the Purchaser in Section 4 hereof. All of the foregoing rights, titles, interest, property, estate, claims, and demands are herein collectively referred to as the "Assigned Property." This Assignment is absolute and unconditional and is not intended to be merely the grant of a security interest to the Purchaser. This Assignment is made without recourse to Lessor except to the extent expressly provided herein.

(b) In consideration of the sale, transfer, and assignment provided for in Section 1(a) hereof, the Purchaser shall pay to Lessor in immediately available funds the purchase price of $6,000,000.00, upon execution and delivery by Lessee of the Schedules evidencing the Equipment to be acquired with the proceeds of the Lease, to be applied for the purposes provided in the Lease.

Section 2. Power of Attorney. Lessor irrevocably constitutes and appoints the Purchaser and any present or future officer or agent of the Purchaser, or the successors or assigns of the Purchaser, as its lawful attorney with full power of substitution and resubstitution, and in the name of Lessor or otherwise, to exercise all rights and remedies as are conferred on Lessor by the Lease and to demand, receive, collect, and sue in any court for payments due under the Lease, or any part thereof, to withdraw or settle any claims, suits, or proceedings pertaining to or arising out of the Lease upon any terms, all without notice to or assent of Lessor, and, further, to take possession of and to endorse in the name of Lessor any instrument for the payment of money received on account of the payments due under the Lease. The foregoing appointment of the Purchaser as Lessor's attorney-in-fact is coupled with an interest, cannot be revoked by death, incompetence, bankruptcy, insolvency, reorganization, or otherwise and shall not terminate until all amounts payable under the Lease have been paid and satisfied in full.

Section 3. Authority for Payments. Lessor has authorized and directed Lessee, in writing, to pay directly to the Purchaser all payments due or to become due under the Lease from and after the date of this Assignment by forwarding such payments to the Purchaser's address shown at the beginning of this Assignment, a copy of which authorization and direction, the receipt of and agreement to which has been acknowledged by Lessee, is attached as Exhibit "A." In the event Lessor hereafter receives any such payment from Lessee, Lessor shall hold such payment in trust for the Purchaser and shall immediately deliver such payment to the Purchaser (endorsed, if necessary, by Lessor to facilitate the collection thereof).

Section 4. Security Interest. (a) In order to secure the payment and performance by Lessee of all of its obligations under the Lease, Lessor hereby grants to the Purchaser a first priority security interest in all right, title, and interest of Lessor in, to, and under the Equipment and the proceeds thereof. Lessor agrees to execute or file such additional documents, including financing statements, fixture filings, continuation statements, affidavits, notices, and similar instruments, in form and in the offices satisfactory to the Purchaser, which the Purchaser deems necessary or appropriate to establish, perfect, and maintain its security interest in the Equipment and to deliver to the Purchaser certificates of title showing the Purchaser as lienholder for motor vehicles constituting the Equipment.

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

Section 5. Representations, Warranties, and Covenants. Lessor hereby represents, warrants, and covenants to and with the Purchaser that:

(a) Lessor is a nonprofit corporation duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Georgia, with the corporate power and authority to own its properties and to carry on its business as now being conducted.

(b) Lessor is and will be during the term of the Lease duly qualified to transact business and hold property in the jurisdiction or jurisdictions in which the Equipment is located and wherever necessary to perform its obligations under this Assignment and the Lease.

(c) Lessor has full power, authority, and legal right to enter into and perform its obligations under this Assignment and the Lease and with respect to the Assigned Property. The execution, delivery, and performance of this Assignment and the Lease have been duly authorized by all necessary corporate action on the part of Lessor, do not require any stockholder approval or the approval or consent of any trustee or holder of any indebtedness or obligation of Lessor which have not been duly obtained, and the foregoing do not contravene any law, governmental rule, regulation, order, or ordinance of any governmental entity having jurisdiction or the Articles of Incorporation or By-Laws of Lessor and do not and will not result in any breach of or constitute a default under any indenture, mortgage, lease, security deed, contract, agreement, or instrument to which Lessor is a party or by which it or its property is bound.

(d) Immediately prior to the transfer and assignment provided for by this Assignment, Lessor had good and marketable title to the Lease and all of the other Assigned Property, free and clear of all claims, liens, security interests, and encumbrances. This Assignment vests in the Purchaser full right, title, and interest and legal title in and to the Assigned Property, including the Lease and the right to receive the Assigned Payments, in each instance free and clear of all claims, liens, security interests, and encumbrances of any kind or character, except the rights of Lessee under the Lease, and the same shall be and remain free of all claims, liens, security interests, and encumbrances arising through any act or omission of Lessor or any person claiming by, through, or under Lessor.

(e) The Lease delivered to the Purchaser herewith is an original thereof, is genuine in all respects, constitutes the entire writing, obligation, and agreement between Lessor and Lessee respecting the Equipment, the lease thereof, the payment therefor by Lessee, and the title thereto, and has not been amended, terminated, or modified by either party thereto, and no advance payments have been made by Lessee thereunder.

Section 6. Further Assurances. Lessor from time to time, at the request of the Purchaser, shall execute and deliver such further acknowledgments, agreements, and instruments of assignment, transfer, and assurance, including financing statements under the Georgia Uniform Commercial Code, and do all such further acts and things as may be necessary or appropriate in the opinion of the Purchaser to give effect to the provisions hereof and to more perfectly confirm the rights, titles, and interests hereby sold, assigned, and transferred to the Purchaser.

Section 7. Notices. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if no address of the Bank is specified herein, then at its main office), and if to the Bank, to the attention of the [Operations Manager]. Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to [Lessee], on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

Section 8. Entirety; Amendments. This Assignment contains the entire agreement between Lessor and the Purchaser with respect to the subject matter hereof and supersedes all prior agreements and understandings relating thereto. No other agreements will be effective to change, modify, or terminate this Assignment in whole or in part unless such agreement is in writing and duly executed by Lessor and the Purchaser. No representations, inducements, promises, or agreements, oral or otherwise, that are not embodied herein (or in any other written instrument or document delivered pursuant hereto or in connection herewith) will be of any force or effect.

Section 9. Parties Bound. This Assignment shall be binding on Lessor and its successors and assigns, and shall inure to the benefit of the Purchaser and its successors and assigns.

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

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:______________________________________
President

Attest:

____
Secretary/Treasurer

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

PURCHASER:

JPMorgan Chase Bank, N.A.

By:____
Authorized Officer

EXHIBIT A

NOTICE AND CONSENT TO ASSIGNMENT

DATE: ________, 2012

TO: Peachtree City, Georgia

RE: Master Lease-Purchase Agreement (the "Lease"), dated ________, 2012, between Peachtree City Governmental Finance Corporation ("Lessor") and Peachtree City, Georgia ("Lessee")

Please be advised that Lessor has, pursuant to the terms of an Absolute Assignment Agreement, dated ____________, 2012, between Lessor and JPMorgan Chase Bank, N.A. (the "Purchaser"), assigned all its rights in and benefits of the above-referenced contract (the "Contract"), together with all amounts payable from and after the date hereof under or pursuant to the Contract and the right to exercise all rights and remedies as are conferred on Lessor by the Contract, to the Purchaser.

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

1111 Polaris Pkwy, Ste 3-A, Building Code OHI-1085, Attn: Operations Manager, Columbus, OH 43240]

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

LESSOR:

PEACHTREE CITY GOVERNMENTAL FINANCE CORPORATION

(SEAL)

By:____
President

Attest:

____
Secretary/Treasurer

ACKNOWLEDGED AND ACCEPTED:

PEACHTREE CITY, GEORGIA

(SEAL)

By:______________________________________
Mayor

Attest:

____
City Clerk

CITY CLERK'S CERTIFICATE

The undersigned Clerk of the City, DOES HEREBY CERTIFY that the foregoing pages of typewritten matter pertaining to a Master Lease-Purchase Agreement constitute a true and correct copy of the Resolution adopted on April 5, 2012, by the Mayor and Council in a regular meeting, which was open to the public, and that the original of said Resolution appears of record in the minute book of the Mayor and Council which is in my custody and control.

WITNESS my hand and the official seal of Peachtree City, Georgia this 5th day of April, 2012.

(SEAL)

____
City Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager** DL for JP
Financial Services Director P.G.
Assistant Financial Services Director
Purchasing Agent
Public Services Director DAB for MZ

FROM: **City Engineer** David A Borkowski

DATE: **March 27, 2012**

SUBJECT: **Intersection Improvements at Tinsley Mill and Loring Lane**
April 5, 2012, City Council Meeting

During the Council Workshop on August 2, 2011, staff presented various options to City Council on making improvements to the aforementioned intersections. These options included traffic calming devices, mini-roundabouts, left-turn lanes, and paved shoulders. Staff was instructed to return at later time with additional information on speed studies, and crash reduction factors on the various traffic calming devices. Staff has collected this data.

Since we are preparing to pave Peachtree Parkway this summer, staff would like to incorporate any intersection improvements with the paving in order to eliminate tearing up the road after the paving project. Therefore Staff will present the additional requested information, along with necessary costs (design and construction) for the various options. Staff will request a decision from Council if the City should pursue any of the options with the current paving project.

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 JC

DATE: March 27, 2011

SUBJECT: Annual Audit and Comprehensive Annual Financial Report for the **Fiscal Year Ended September 30, 2011**

April 5, 2012 City Council Agenda

Recommendation:

It is Staff's recommendation that City Council accept the Comprehensive Annual Financial Report (CAFR) for the **Fiscal Year Ended September 30, 2011**.

Discussion:

The Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2011, has been placed in your City Hall mailbox. The City's auditing firm, Mauldin & Jenkins, LLC, has issued an unqualified report (clean opinion) on these financial statements and no material weaknesses have been reported.

A representative from Mauldin & Jenkins will be at the April 5, 2012, City Council meeting with a brief presentation and will also be available to answer any questions that you may have regarding the fiscal year 2011 audit process and/or CAFR.

As required, the CAFR will be submitted to the State of Georgia Department of Audits for review and to the Electronic Municipal Market Access (EMMA) system to meet continuing bond disclosure requirements. The CAFR will also be submitted to the Government Finance Officers Association (GFOA) for consideration for the Certificate of Achievement for Excellence in Financial Reporting. The CAFR will be placed on the City's web site and a copy will be available at the Library and in the lobby of City Hall.

If you have any questions regarding the CAFR or the annual audit process, please contact Paul Salvatore or Janet Camburn.

Budget Impact

There is no budget impact. Costs associated with the audit of the 2011 financial statements are within the 2012 annual budgeted amount.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** DB bdf **Financial Services Director** P.S.
FROM:	**Jonathan N. Rorie, Community Services Director** JR
DATE:	**March 27, 2012**
SUBJECT:	**Tennis Center Improvements** ***April 5, 2012, City Council Meeting***

Recommendation:

Staff recommends that City Council establish a budget of $235,000 to fund expenses related to Tennis Center Upgrades and Improvements. We are currently finalizing a simple cost/benefit analysis of available options and should have the results for review during the Council meeting. To accomplish this goal, staff also recommends that the Battery Way Boat Dock replacement be eliminated as a Facilities Bond project to free up funding for Tennis Center upgrades and improvements.

Discussion:

For some time now, the Tennis Center roof, covering one (1) acre of tennis courts, have been experiencing problems with water leaks under its roof system and problems with its "valley gutter system." To determine possible solutions, the City contracted with Pond & Company to assess the condition of the roof to make specific recommendations regarding its repair. After completing their initial assessment of the roofing system, Pond & Company made the following recommendations:

- The Valley Gutter system is beyond its useful life and should be replaced with a new valley gutter system with an emergency overflow system.

- The City should investigate two (2) options for correction. The first would be to have all roof panel fasteners replaced with new self drilling type screws that have a built in weather seal washer. As these fasteners are replaced, the panel joints could be sealed with a high quality joint sealant in an effort to reduce any water infiltration along the panel joints. The second option, if financially feasible, would be for the City to strongly consider replacing the roof panels and all associated trim/translucent panels.

In addition, an assessment of the nine (9) split type HVAC systems was evaluated by Pond & Company. The assessment revealed that the majority of the systems were installed when the building was constructed and are nearing the end of their useful service life. Refrigerants frequently need to be added, indicating leaks throughout the system, and two of the units need to be replaced due to failed compressors. Pond and Company made the following specific recommendations:

- The City should schedule the repair and / or replacement of the inoperable units in order to not over tax the remaining units.
- The City should insulate all of the outside air ducts and return air ducts since they are installed in an un-insulated attic type space.
- The City should carefully and completely check all of the refrigerant lines and properly repair any leaks, identifying their location on plans of the building for future reference

The City has a contractual agreement with Canongate for the operation of the Tennis Center. As part of the agreement, the City is responsible for capital improvements, and repairs and maintenance. To fulfill our agreement, we need to establish a budget to include the following items:

- HVAC Repairs and Replacement.
- Installation of a new "Valley Roof Gutter System" and repairs of the roofing system consisting of new roof panel fasteners and joint sealant.

Budget Impact:

Staff proposes that funding for these expenses be drawn from Facilities Authority Bond. Initially $150,000 was identified for the Tennis Center Roof, but the roofing system is expected to cost an estimated $200,000 and the HVAC systems are estimated at $30,000 to $35,000. The original $150,000 funding for the Battery Way Boat Dock would be redirected to cover the estimated shortfall of $85,000 for the tennis center and leave $65,000 remaining as undesignated contingency.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**

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

DATE: **March 29, 2012**

SUBJECT: **Consider Work Order Agreements with VC3**

April 5, 2012 City Council Meeting

Recommendation:

Consider work order agreements with VC3 for implementation of Phase I Asset Recommendations and Service Advantage Lite (attached). The Phase I agreement is for the not-to-exceed amount of $472,909.11 and the Service Advantage Lite agreement is based on a one-time implementation fee of $18,476, and monthly charges of approximately the same amount thereafter (varies based on number of units supported). Also, approve the attached budget adjustment to reallocate existing (budgeted) funds in the FY 2012 budget to fund these contracts.

Discussion:

As you recall, the city had contracted with VC3 to perform an assessment of the city's information technology environment and provide recommendations as to how the funds we have budgeted for technology upgrades could be put to their highest and best use. The results of this assessment were presented to City Council at the March 9 City Council retreat in a Powerpoint presentation that included recommendations for IT infrastructure improvements citywide. The total for Phase I of this technology upgrade project is $472,909.11, which includes $142,498.80 for implementation services and $330,410.31 for hardware and software, as outlined in Appendix A - Bill of Materials section of the attached work order agreement. In order to gain operational efficiencies, staff recommends that VC3 continue to provide services associated with Phase I implementation on a brand-name basis due to their familiarity with our technology environment, ability to leverage better equipment prices through volume discounts, and past experience with their high quality service delivery. The hardware and software amounts detailed in Appendix A are based on state contract pricing, which will not be exceeded. For some items listed, VC3 will be able to negotiate prices that are favorable compared to the state contract pricing due to established relationships with the vendors, and additional discounts will be passed along to the city.

The work order contract for Service Advantage Lite is basically to replace the services we had been receiving from the Systems Administrator position, which is now vacated, and to provide additional depth of service and knowledge base to support our technology infrastructure. VC3 is known for helping municipalities with the implementation of IT projects and services that can provide above average returns on investments, significantly enhance productivity, and lower technology costs. Management firmly believes that the city will receive such benefit from the continued involvement of VC3 in the day-to-day management of our technology environment, in addition providing us with a more efficient IT infrastructure environment. Staff therefore recommends awarding this contract to VC3 on a brand-name basis as well, due to the reasons stated immediately above, and earlier in this memo, in regard to operational efficiencies gained by their knowledge of our IT environment. The agreement includes a one-time implementation fee, and monthly fees and charges based on the number of units the city has to support. This amount will vary monthly as hardware inventory changes. It also includes additional proactive monitoring and other services, as detailed in the work order, to support the city's overall IT environment.

Budgetary Impact:
Both contracts will be funded by reallocating funds budgeted in the current FY 2012 budget; no additional funds are requested from General Fund reserves and/or PIP contingency.

Phase I is a capital project that will be recorded in the city's capital project fund (PIP) and funding will come from the funds previously identified for citywide equipment purchases in both the General Fund operating budget and the PIP. The Service Lite Agreement is an operating expense that will be recorded in the General Fund under the Information Technology departments Technical Services line item, and funding will come from savings from the vacated Systems Administrator position as well as debt service savings associated with not moving forward with the Dell equipment lease agreement. The attached budget adjustments detail the line item transfers necessary to accomplish reallocation of existing funds to fund the VC3 contracts for the remainder of FY 2012.

VC3

Assess | Improve | Manage

Information Technology

City of Peachtree City, GA

Assessment Recommendations Phase 1

Work Order Number:	69412
Services Agreement Dated:	
Effective Date of Work Order:	March 29, 2012
Account Executive:	Ryan Wilson
Solution Architect:	Ryan Gallier

Atlanta Columbia Raleigh

1301 Gervais Street, Suite 1800 | Columbia, SC 29201

800.787.1160

1. Overview of Work Order

This Work Order is part of, and incorporated into the Services Agreement referenced above between Customer and VC3, Inc. (the "Agreement") and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control unless this Work Order specifically states that a particular term and condition of the Agreement is being amended for the purposes of this Work Order.

2. Summary of Scope and Services and Fees

VC3 will provide the following services and deliverables for Customer under this Work Order for the following fees:

VC3 Deliverables and Services
Project Management and Systems Engineering

A. VC3 will provide the Project Management for the staging, configuration, deployment, installation, and test plans for the solution development. Additional project management responsibilities include;
   i. Act as a single point of escalation for Customer.
   ii. Coordination of all on-site activities with Customer's point of contact.
   iii. Gather and review all documentation from installation team: acceptance testing and Customer signature.
   iv. Coordination of System Engineering services for necessary configurations and deployments.
   v. Review and administer the Project Change Control Procedure with Customer.
   vi. Coordination for shipping and receiving of all hardware.
   vii. Verify completion of site documentation deliverables.

B. VC3 will complete the following tasks:
   i. Migration of all servers from Netgear to Extreme
   ii. Unbox and Rack Time for SAN and 3 ESX servers.
   iii. Unbox, rack and configure Switch Stack for iSCSI.
   iv. Configure SAN for Vmware.
   v. Connect 3 ESX Servers to iSCSI SAN, run and label cables.
   vi. Run and Label all data/DRAC cables.
   vii. Documentation of SAN and iSCSI network.
   viii. Install and update Vmware on 3 ESX servers.
   ix. Import vCenter appliance.
   x. P2V Services.
   xi. Install and Update 2 Windows Server 2008 R2 instances.
   xii. Create AD Domain.
   xiii. Migrate existing 10 servers into new domain.
   xiv. Migrate existing 300 workstations to new domain including migrating profiles.
   xv. Work with Peachtree City staff to assist in domain migrations.
   xvi. Install and update windows on 7 XenApp Servers.

xvii. Install RDS licensing Server and Citrix Licensing Server. Configure all licenses.
xviii. Install XenApp on 7 servers Create new XenApp Farm.
xix. Install and tweak applications and Print Drivers.
xx. Create and tweak all GPOs for Citrix Lockdown policy.
xxi. Install Citrix Secure Gateway, add SSL Certificate, configure Web Interface.
xxii. Add firewall changes and DNS for Citrix Secure Gateway.
xxiii. Install and Update Windows for DDC.
xxiv. Install and configure DDC.
xxv. Create Windows 7 template.
xxvi. Deploy 10 VDIs from template.
xxvii. Configure Wyse Xenith central configuration.
xxviii. Replace 47 outdated Workstations with thin clients.
xxix. User Training on 101 Workstations to use as Thin Clients.
xxx. Onsite rack and stack plus cabling time for Vault devices.
xxxi. Installation of all agents.
xxxii. Configuration of backups and replication.
xxxiii. Deploy Centralized AntiVirus and Windows Patch Management.
xxxiv. Work with Peachtree City staff to deploy Outlook clients to all City workstations.

3. Project Timeline

VC3 will provide a detailed project timeline following initial on-site Customer requirements meeting to enable both VC3 and the Customer to ensure that all specific design criteria and priorities have been properly discussed and integrated into the final project plan.

4. Assumptions

A. VC3 performs assessments between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, excluding observed Federal holidays. VC3 Off-hours are defined as anything other than these hours.

B. Remote access to Customer environment may be needed in order to gather data.

C. Customer may be asked to provide user information that is required to implement this Statement of Work.

D. It is assumed that the Customer is purchasing all hardware and software outlined in Appendix A "Bill of Materials" section of this document required to support this endeavor and that the success of this project relies on the availability of these components.

E. VC3 Service Advantage Light quote has been signed.

5. Customer Requirements

A. Customer shall provide a primary point of contact to the VC3 Project Manager.

B. Customer is responsible for providing access for VC3 to sites that are owned / controlled by third parties.

C. Customer will be asked to sign Customer Acceptance sign-off as concurrence of site completion for each site where VC3 has provided Services under this SOW.

D. All relevant information and documentation must be provided to VC3 at least ten (10) business days in advance of any milestones agreed upon by VC3 and Customer.

6. Customer Responsibilities

A. Customer shall coordinate with VC3 Project Manager to schedule all appropriate customer staff members for training based on a negotiated training schedule adhering to the customers' needs.

B. If applicable, Customer shall provide VC3 with a Letter of Agency and contact information for each third-party vendor with whom VC3 will act as the primary interface on behalf of the Customer.

C. Provide applicable configuration and third party vendor contact information detail for applications involving other service providers .

D. Provide secure storage area for equipment to be shipped.

E. Provide shipping addresses and contact names for each site.

7. Change Management

Any services provided by VC3 to the Customer outside the scope of work outlined in this proposal will result in a Change Order Request form or a separate Statement of Work. If the requested Change Order results in an increase or decrease in the cost of or time required for completion of the work, VC3 will notify Customer thereof and the adjustments will be reflected in the Change Order form. The Change Order form will not become effective unless and until it is agreed to and signed by the Customer and VC3.

8. Acceptance Testing

VC3 and the Customer will perform acceptance testing at the time of installation and a Customer sign-off document will be requested at the time of acceptance testing. If Customer fails to provide access for VC3 to perform acceptance testing, or fails to participate in acceptance testing within three business days of being notified by VC3 that the project is complete, the project shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed.

9. Project Boundaries

Work to be performed does not include any other services except those explicitly defined and stated in this Work Order. Should additional services be desired, VC3 can provide additional services on an hourly basis or in a separate Work Order.

10. Cost and Terms

On the Effective Date of this Work Order set forth above, this Work Order shall become part of the Agreement referenced above.

The financial investment for the complete project solution is: $ 472,909.11.

- VC3 will deliver the services outlined in the Deliverables and Services section of this document at a total cost of $ 142,498.80.

- VC3 will deliver and the hardware and software outlined in the Bill of Materials section of this document at a cost of: $ 330,410.31.
- City may order the equipment directly and therefore not have the contractual obligation to make such payment to VC3.

VC3 will invoice Customer per the table below. Services will be invoiced in accordance with the Milestone Billing for Services and Hardware, Table A. Invoices may contain multiple milestones. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Table A - Milestone Billing for Services

Milestone Billing	Milestone Description/Date	Invoice Amount
Contract Signing	50% of services at contract signing.	$71,249.40
	100% of hardware and maintenance invoiced at contract signing.	$330,410.31
Project Completion	50% of services upon completion.	$71,249.40
	Total	**$472,909.11**

VC3, Inc.		
By:		
Name:		
Title:		
Date:		

City of Peachtree City, GA		
By:		
Name:		
Title:		
Date:		

Exhibit A - Bill of Materials

Hardware	
Description	**Quantity**
PowerEdge R610 Servers for vSphere	3
EqualLogics PS6110XV + 1 year support	1
Dell 8204F 10gig Switches	2
Wyse Xenith	40
Wyse Xenith Pro	7
.5' DVI cable	47
12" Speaker Cable	47
Wyse Xenith VESA Mount	40
Wyse Xenith Pro VESA Mount	7
22" Widescreen monitor VESA w/ speakers	47
Custom Backup Server for eVault	2
1 meter TwinAx SFP+	4

Software	
Description	**Quantity**
vSphere 5 Standard 1CPU/32GB vRAM	6
24x7 support for vSphere 5 Standard	6
Windows Server 2008 Standard	21
Windows 2008 RDS CAL	148
Citrix XenDesktop Platinum CAL (Inclues XenApp Platinum)	148
SSL Certificate for Citrix Secure Gateway	1
Windows 7 VDA license for VDI	10
Office 2010 Pro	200
Adobe Acrobat	30
eVault Software Capacity Edition 1TB	3
24x7 support for eVault Software Capacity Edition	3

STATE OF GEORGIA

COUNTY OF FAYETTE

ADDENDUM TO ASSESSMENT RECOMMENDATIONS
PHASE I, WORK ORDER NUMBER 69412

THIS ADDENDUM TO ASSESSMENT RECOMMENDATIONS PHASE I, WORK ORDER NUMBER 69412 (the "Addendum") made and entered into this ____ day of _____, 2012 and contemporaneously with the Assessment Recommendations Phase I, Work Order Number 69412 (hereinafter the "Agreement"), between the VC3, Inc., hereinafter "VC3," and Peachtree City, Georgia, a municipal corporation of the State of Georgia acting by and through its duly elected Mayor and Council, sometimes hereafter referred to as "City".

W I T N E S S E T H:

WHEREAS, VC3 and the City are entering into the Agreement; and

WHEREAS, VC3 and the City desire to execute this Addendum in connection with the approval of the Agreement so as to revise Section 10 and Table A of the Agreement.

NOW, THEREFORE, for and in consideration of the mutual benefits exchanged under this Agreement, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

Section 1. That Section 10, on page 5 of 7 of the Agreement, is hereby revised to read as follows:

10. Costs and Terms.

On the Effective Date of this Work Order set forth above, this Work Order shall become part of the Agreement referenced above.

The financial investment for the complete Project Solution is $472,909.11.

- VCR will deliver the services outlined in the Deliverables and Services section of this document at a total cost of $142,498.80.
- VC3 will deliver and the hardware and software outlined in the Bill of Materials section of this document at a cost of $330,410.31. City may order the equipment directly and therefore not have the contractual obligation to make such payment to VC3. In the event that VC3 orders and delivers the hardware and software outlined in the Bill of Materials section of this document, VC3 shall present an invoice at the time such hardware and software is ordered, or in connection with the ordering of such hardware and software.
- VC3 will invoice City per the Table A below. Services will be invoiced in accordance with the Milestone Billing for Services and Hardware, Table A. Invoices may contain multiple milestones. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by City or City shall present tax exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Section 2. That Table A, on page 6 of 7 of the Agreement, is hereby revised to read as follows:

Milestone Billing	Milestone Description/Date	Invoice Amount
Contract Signing	50% of services at contract signing	$71,249.40
	100% of hardware and maintenance invoiced unless City orders hardware and software directly, in which event such payment shall not be owed to VC3	$330,410.31
Project completion	50% of services upon completion	$71,249.40

Section 3. All other provisions of the Agreement shall remain valid and enforceable, and this

Addendum shall not revise, amend, or alter those portions of the Agreement not otherwise referenced in this Addendum.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date first above written.

VC3, INC.

(SEAL)

By:____________________________

Name:__________________________

Title:___________________________

Date:___________________________

CITY OF PEACHTREE CITY, GEORGIA

(SEAL)

By:____________________________
Don Haddix, Mayor

Attest:

____
City Clerk

VC3

City of Peachtree City, GA

VC3Advantage Work Order

ServiceAdvantage Lite

Work Order No. [03142012]
under the Master Services Agreement, dated _________.

March 30, 2012

Atlanta Columbia Raleigh

1301 Gervais Street, Suite 1800 | Columbia, SC 29201

800.787.1160

TABLE OF CONTENTS

1. VC3 OVERVIEW

VC3 has been on the leading edge of Information Technology since 1994, providing customer-oriented solutions to both commercial and public sector customers. We implement IT projects and services that can provide above average returns on investment, significantly enhance productivity and lower technology ownership costs.

Current services offerings include:

- Hosted Desktop (Cloud based desktop solutions)
- Hosted and On Premise Voice Solutions (Cloud and premise based voice solutions)
- Managed Support Services
- Website Design and Hosting
- Network Security
- Data Center Services
- Technology Assessments & Security Audits
- Application Development
- Technology Consulting
- Disaster Recovery

VC3's customers include small, medium, and large organizations throughout the South East. Some of our customers include well-known technology companies in the Fortune 500. These organizations have some of the most stringent and demanding expectations of their technology partners; VC3 has answered their call.

A proud member of the CRN Tech Elite 250, which recognizes the most technologically advanced Information Technology providers in the United States, VC3 has been consistently recognized as a leader in developing internet based applications and web technologies, network technology solutions, and world-class support services. VC3 remains committed to incorporating the latest industry technological advances into the applications and solutions we provide. To that end, VC3 is firmly committed to using industry leading products from such vendors as Cisco, Microsoft, Dell, VM Ware and Citrix, resulting in consistent success in providing our customers with the highest level of return and satisfaction.

The advent of cloud computing has made VC3's long term strategic goal of offering customized solutions a reality. In 2009, VC3 launched the first of our VC3 Advantage product offerings, which utilizes cloud-based technologies. Our Advantage Customers are realizing reduced costs, improved reliability and flexibility, and worry-free maintenance.

VC3's multi-dimensional offerings and ongoing success relies heavily on our ability to build solid, long-term relationships with our customers. We sincerely look forward to providing your organization with the highest quality solution.

VC3 was named one of South Carolina's Fastest-Growing Companies in 2007 and again in 2008. VC3 was also named one of the Best Places To Work in S.C. 2010. For more information, please visit us at www.vc3.com.

2. OVERVIEW OF WORK ORDER

This Work Order is part of, and incorporated into, the Master Services Agreement between **City of Peachtree City, GA** and VC3, Inc. and is subject to the terms and conditions of the Agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of this work order shall control.

3. SUMMARY OF SCOPE OF SERVICES AND FEES

VC3 will provide the following services listed in Table A. This Work Order shall begin and become effective on ____________ (Effective Services Start Date) and shall expire on December 31, 2012; provided, however tht this agreement shall automatically renew for two (2) additional terms of one (1) year each, beginning on January 1 and ending on December 31 of each succeeding year, unless either party provides the other party written notice of its intention to not renew this Agreement, which notice must be given, in writing, not less than sixty (60) days prior the the then-current term of this Agreement.

City of Peachtree City, GA will be invoiced based on the number of units of each type listed in Table A. The monthly fee is based on the number of supported units of each type listed. Additional services may be added at any time during the life of this contract at the unit rates listed below.

VC3 will audit the Customer's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A.

Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	Annual or One-Time Fee
Initial Setup (One Time)				$ 18,476.00
Seats (150 Seat Minimum)	298	$ 62.00	$ 18,476.00	
Included Servers*	15		$ -	
Additional Servers		$ 190.00	$ -	
Included Travel Hours**	10		$ -	
Total			**$ 18,476.00**	**$ 18,476.00**

**Support of the specified number of servers is included as part of the "Per Seat" pricing. Additional servers will be invoiced at the "Additional Servers" rate listed in Table A.*

** *The specified travel hours each month are included as part of this Work Order. Additional travel hours will be invoiced at the hourly rate stated in the Master Services Agreement.*

4. DELIVERABLES AND SERVICES

SERVICEADVANTAGE LITE - DELIVERABLES AND SERVICES

VC3 will provide the necessary qualified resources as an escalation path for the customers' POC (Point of Contact) for support of desktop and client related issues as defined below M-F, 8am-5pm. Scheduled and Emergency maintenance windows are detailed in Addendum A.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

VC3 will provide the following functions and services as part of this Work Order:

A. **24X7 Monitoring and Incident Response Services:**
   1. VC3 will provide 24X7 Incident response services for all included devices.
   2. VC3 will track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
   3. VC3 will provide 24x7 collection of performance data for the customer's included server and network devices per VC3's best practices.
   4. VC3 will provide 24X7 response to critical event driven Incidents.
   5. VC3 will utilize industry best practices for remote access, control and management of all devices.
   6. VC3 Network Operations Center is staffed from 7:00am to 6:00pm Monday through Friday. After hours incident response will be provided via callback within 1 hour of incident submission.
   7. VC3 will provide the Customer's primary Point of Contact and Key personnel access to submit requests to the VC3 Service Desk system.

B. **Proactive Services:**
   1. **Backup Management:** VC3 will monitor and maintain backups for included devices.
   2. **Patch Management:** VC3 will perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.
   3. **Application Support:** VC3 will interface with third party software vendors and independent contractors as necessary in order to provide resolution of issues encountered on included devices.
   4. **Antivirus and Support Tools:** VC3 will deploy the VC3 Remote Support and Anti-Virus agents to all applicable included devices. VC3 will make a "best effort" to automatically deploy these agents to the said devices.
   5. **Anti-Spam:** VC3 will provide Spam filtering for all inbound mail.

C. **VCIO Services:** VC3 will provide the customer with a named 'VCIO' or Virtual Chief Information Officer.

1. **Budgeting:** The VCIO will work with the customer to develop an annual technology budget for recurring expense items and new capital reqirments in alignment with organizational goals.
2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the customer leverage technology appropriately. The VCIO will work with the customer as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the customer's technology investment.
3. **Analyze IT Health data:** The VCIO perform a quarterly analysis of the data collected by VC3's monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

D. **Excluded Services:**

1. Support of Client Desktop, Laptop, or mobile devices will be provided on a Time and Materials basis at the hourly rates stated in the Master Services Agreement.
2. Items other than those included above are expressly excluded from the Services provided within this Work Order. Section 7 includes examples of typical services which are excluded from the Scope of Services provided in this Work Order.
3. When customer requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined In the Master Services Agreement. In the case of client desktop, laptop or mobile device support, VC3 will provide support upon request from the customer without further approval from the customer and will be he customer on a Time and Materials basis at the rates stated in the Master Services Agreement. For all other services which incur additional hourly fees, VC3 will notify the customer that these services are outside the scope of this work order and will receive approval from customer prior to rendering these additional services.

5. CUSTOMER RESPONSIBILITIES

A. Customer will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.

B. Customer is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.
C. Customer is responsible for proper disposal of customer-owned devices.
D. Customer will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
E. Customer will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.

6. ASSUMPTIONS

A. VC3 will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Services Agreement.
B. The Work Order will not become effective unless and until it is agreed upon and signed by the customer and VC3.

7. EXCLUDED SERVICES

Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific VC3 product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. VC3 will provide these services to the customer on a Time & Materials Work Order basis at the rates outlined in the Master Services Agreement. If modification or replacement of a hardware device or component is required, customer is responsible for all hardware and hardware vendor services costs, excluding VC3 owned hardware explicitly provided through this work order.
Software development, training and project work, including customer-owned PC upgrades and non-patch upgrades of software, are not included.

8. INVOICING

VC3 will invoice Customer per Table B. VC3 will invoice the implementation fee upon receipt of the signed customer work order. VC3 will invoice the customer a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. If additional services are turned on during the course of a month, then fees associated with those services will be included in the next customer invoice. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by customer or customer shall present an

exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.
VC3 requires at least 45 days notification to remove any services outlined in Table A.

Table B

Milestone Billing	Milestone Description / Date	Invoice Amount
Implementation Fee	Invoiced at the signing of Work Order	$ 18,476.00
Monthly Fee (36 Month Term)	Invoicing to begin at Effective Services Start Date	$ 18,476.00

VC3, Inc.

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

City of Peachtree City, GA

By: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________

9. ADDENDUM A – SERVICE DESK PRIORITIES

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. **Priority 1:**
   - System/device/service down causing work to cease and critical impact to the organization or a whole department; no work around available; customer is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
   - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. **Priority 2:**
   - System/device/service down causing work to cease and potential business impact for an individual user; no work around available.
   - Level of service degraded causing impact to the organization or a whole department; no work around available.
   - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. **Priority 3:**
   - Level of service degraded causing impact to an individual user; no work around available.
   - Operational impact to the organization or a whole department though work continues as a result of implementing a work around or use of other system/device/service.
   - A request to enable or configure a system/device/service within 2 business days.
   - Incidents related to Backup system failures.
   - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. **Priority 4:**
   - Operational impact to the organization, department or user exists though work continues as a result of implementing a work around or use of another system/device/service.
   - A request to enable or configure a system/device/service within 5 business days.
   - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. **Priority 5:**
   - Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
   - A request to enable or configure a system/device/service beyond 5 business days from the date of the request.

- Requests that have longer lead times to implement than is possible within 5 business days.
- **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Customer Contact Guidelines	Initial Customer Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER ____________

DATE 4/5/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
100-9999-393500	xxx	Capital Leases - Loan Proceeds		408,227
100-1511-531180	xxx	Computer Supplies - Fin.		4,625
100-1517-531180	xxx	Computer Supplies - Purch.		2,350
100-1535-531180	xxx	Computer Supplies - IT		18,164
100-1540-531180	xxx	Computer Supplies - HR		1,850
100-1570-531180	xxx	Computer Supplies - PI		9,554
100-1575-531180	xxx	Computer Supplies - Eng.		9,420
100-2650-531180	xxx	Computer Supplies - Court		7,450
100-3210-531180	xxx	Computer Supplies - Police		164,075
100-3510-531180	xxx	Computer Supplies - Fire		95,215
100-3600-531180	xxx	Computer Supplies - EMS		21,370
100-4100-531180	xxx	Computer Supplies - PW		35,210
100-6110-531180	xxx	Computer Supplies - Rec.		4,490
100-6122-531180	xxx	Computer Supplies - Kedron		6,974
100-6510-531180	xxx	Computer Supplies - Library		17,260
100-7410-531180	xxx	Computer Supplies - Planning		10,220
100-9999-393500	xxx	Capital Leases - Loan Proceeds		8,890
100-0000-389025	xxx	Surplus Carryover	8,890	
332-9999-393500	xxx	Capital Leases - Loan Proceeds	408,227	
332-1535-542405	xxx	Computer System Upgrades	408,227	

To reduce Computer Supplies and Loan Proceeds in the General Fund for budgeted items to be transferred to the 2012 PIP Fund for the replacement of hardware. A total of $5,390 was already reduced in the Gathering Place Department and $3,500 is to come from the Stormwater Fund not the General Fund.

Entered ____________

Approved ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER ________________

DATE 3/16/2011

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
332-1535-542405	xxx	Computer Systems Upgrades	105,000	
332-1535-542403	xxx	Backup System Replacement		60,000
332-6510-542402	xxx	Thin Client Comp. Workstations		45,000

To move budgeted costs for backup system replacement and thin client computing workstations into the Computer Systems upgrades.

Entered ____________

Approved ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER ____________

DATE 4/5/2012

ACCOUNT	PROJECT	DESCRIPTION	INCREASE	DECREASE
400-8000-581205	xxx	2012 Capital Leases Principal		83,607
400-8000-582205	xxx	2012 Capital Leases Interest		32,097
400-0000-391400	xxx	Operating Transfer from Fund 100		115,704
100-1505-611400	xxx	Operating Transfer to Fund 400		115,704
101-1535-521300	xxx	Technical Services - IT	115,704	

To reduce principal and interest expenditures in the Debt Service Fund and reduce the transfer from the General Fund. In the General Fund reduce the transfer to the Debt Service Fund and increase Technical Services in the Information Technology Department to off-set cost associated with VC3 services.

Entered ____________

Approved ____________

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** DR **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent** **Public Services Director** DAS for
FROM:	**City Engineer**
DATE:	**March 27, 2012**
SUBJECT:	**Dividend Drive Repaving Project - SR 74 to Paschall Road** ***April 5, 2012, City Council Meeting***

During the Council Workshop on August 2, 2011, staff presented some paving options to City Council regarding Dividend Drive, including full depth reclamation (FDR). Staff would like to bid out the repaving of Dividend Drive this summer, therefore Staff will present the cost-benefits of paving the various sections of the road and request a formal vote from Council.