City Council of Peachtree City
Agenda
November 16, 2006
7:00 p.m.

I. Call to Order

II. Pledge of Allegiance

III. Announcements, Awards, Special Recognition
Remind Attendees to Turn Off Cell Phones
Recognize Mike Rogers for 25 Years of Service

IV. Public Comment

V. Minutes
November 1, 2006, Special Called Meeting Minutes

VI. Consent Agenda
1. Consider Appointment to Fayette County Library Board
2. Consider Station 83 and Station 84 Driveway Improvement Bids
3. Consider Approval of Bid for City Hall Roof
4. Consider Budget Amendments – FY 2006
5. Consider Budget Amendments – FY 2007

VII. Old Agenda Items

VIII. New Agenda Items
11-06-06 Public Hearing – Reaffirm Multi-family Rezoning Moratorium
11-06-07 Consider Approval of Performance Based Contract with Trane
11-06-08 Consider Intergovernmental Agreement with PCAA for Vehicle Maintenance
11-06-09 Consider Appointment of Municipal Court Judge to be Effective January 2007

IX. Council/Staff Topics
Update on Closure of Clover Reach Pool
Proposed Legislative Action Recommendations

X. Executive Session

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

City Council of Peachtree City
Minutes of Special Called Meeting
November 1, 2006
6:00 p.m.

The City Council of Peachtree City held a Special Called Meeting on Wednesday, November 1, 2006, in the Floy Farr Room at the Peachtree City Library. Mayor Logsdon called the meeting to order at 6:00 p.m. Other Council Members present were: Steve Boone, Stuart Kourajian, and Judi Rutherford. Cyndi Plunkett arrived at 6:23 p.m.

Staff members in attendance included City Manager Bernard McMullen, Administrative Services Director/City Clerk Jane Miller, City Planner David Rast, and City Attorney Ted Meeker.

The purpose of the Special Called Meeting was to meet with Ravin Homes regarding the Cedarcroft impact fees. Attorneys Deron Hicks and Travis Hargrove represented Mike Rossetti of Ravin Homes.

Hicks addressed Council and said he was appealing the impact fees determined by the City in accordance with the process set forth in the City's Code of Ordinances. He continued that Ravin Homes was a family business that had been in the community since 1974. Hicks said he was not going to make a legal argument. He requested Council look at the impact fee ordinance and apply it in a fair and equitable fashion to Ravin Homes after hearing some of the circumstances.

Hicks referred to a map of the Cedarcroft subdivision and noted its three phases. Two were under construction, and one phase was still to be built. He continued that the City entered into an easement agreement in 1993 with the property owner, Grant Development, to the north of the Cedarcroft property. The City needed an easement across the northern property. At this point, the Grant Development property had not been developed. The purpose of the easement was because the Master Plan included a road to be built from GA 54 north to the City limits. In the easement agreement, the City said that the property owner to the south had proposed a road, and the City would hold that property owner to that proposal. The City also agreed to require that road to go to the Grant Development property and to dedicate the road as a public road. Hicks pointed out that Ravin Homes was not part of that easement agreement, but the agreement did impose obligations on the owner of the property.

Hicks continued that Ravin Homes submitted a plan for a mixed multi-family and single-family development in the Cedarcroft location in June 1995. In October 1995, the City adopted a moratorium to prevent that type of development. Ravin Homes, as well as another developer who proposed a similar plan around the same time, filed suit on the basis that they were vested in the development regulations in effect when the plans were submitted. In May 1996, the City and Ravin Homes settled the case. The development agreement was part of the settlement and had three important points. Ravin Homes agreed to withdraw the multi-family component of their plan in exchange for a certain single-family density and agreed to develop it all as single-family. The other agreement was that Ravin Homes agreed to build a roadway and dedicate it to the City (a later amendment extended the length of the road). Ravin Homes agreed to pay certain impact fees, which were deferred to a specific schedule.

Hicks said Ravin Homes ultimately built 2,600 linear feet of roadway. The cost was $330,000 for the actual road cost plus the land dedicated as right-of-way, which was about eight acres. Those eight acres cost Ravin Homes approximately 30 home sites. Hicks said $330,000 was a very conservative estimate of value. Ravin Homes did not need the roadway for the development and had an alternative means of getting to the property. Hicks noted that the road was on Cedarcroft's western boundary and tied into the property to the north.

Kourajian asked, if that was the case, how Ravin Homes would have gotten to the property otherwise, and why Ravin Homes built the road. Rossetti said he had an agreement with the apartment developer for access through that property. The apartment developer had an obligation to provide Ravin Homes an access to the property.

Hicks added the roadway was not essential to what Ravin Homes wanted to do. The question was whether or not Ravin Homes was entitled to a credit against the impact fees. Hicks continued that, according to the Development Impact Act and in lieu of impact fees, developers were allowed to dedicate land or a facility and receive a credit of the value against the impact fees that were to be paid. The idea was it would be somewhat revenue neutral since the City would not have to pay for the land or the facility. He emphasized that his client was talking about a credit, not an exemption. Hicks noted that state law required specific policies to be in place for exemptions. A credit was an exchange for value. The development agreement did not mention credits, and Ravin Homes had raised the issue periodically over the last five years. Now they were getting closer to the time the fees were due. The current amount that should be due was $277,000.

Hicks said that they perceived that one reason the City did not want to give a credit included the argument that a deal was a deal. There was nothing in the development agreement regarding credits and whether they would be given. The second reason, from an administrative standpoint, was that a credit could only be given for a category of facilities already identified as impact fee eligible projects. MacDuff Parkway was not in that category. Hicks said that was a self-fulfilling prophecy. MacDuff was not on the list of improvements because someone had been obligated to build it without spreading the cost among the beneficiaries. It was a circular argument. It was not on the list because Ravin Homes had to build it. If it had been on the list, then Ravin Homes would have paid an impact fee for it. The City benefited by having one builder pay for it rather than spreading an impact fee among all the beneficiaries in the service area. The bottom line was the road was a significant investment of land and cash. If the road went straight to the subdivision, there would not be an issue since Ravin Homes would have clearly benefited from the road. In the 1993 easement agreement with the northern property owner, the City said a collector road was part of the Master Plan. The City had planned a road to benefit the entire area, but not everyone had paid their pro rata share for the road. Ravin Homes had already paid some impact fees and had made a significant contribution to the City in terms of the road and land. Hicks asked Council to credit Ravin Homes against the impact fees still to be paid. He said the conservative estimate on the total of impact fees and the road was approximately $650,000, which was far in excess of what should be required considering the benefit that had been bestowed. Hicks added that they could provide the specific information and the exact calculations.

Kourajian asked when the road had been built. Rossetti said it was built between 1997 and 1999. Hicks said Rossetti agreed to an extension of 900 feet in 1999. Rutherford clarified that the apartment builder had built the portion to the first Cedarcroft entrance, and Rossetti built to the second entrance. Rossetti said RAM Development built the first part, and he contributed to the cost and supervised the construction. Rutherford said, according to what she read, the apartment developer was responsible for the cost up to the point where Ravin Homes took over the road construction. Rossetti said when he purchased the property for Cedarcroft from Joel Cowan and Floy Farr, they were obligated to build a road from GA 54 to his property. It was part of the purchase price. They stuck with that obligation when MacDuff was built to his property. The price of the land to Summit Apartments was discounted due to the road. Rossetti had a small expense for that part of the road.

Kourajian asked Rossetti why he built the road in the first place. Rossetti said former Mayor Bob Lenox negotiated and told him he would build the road. He said Lenox told him, at the time, that the City had never given impact credits for the road and would not give them. Rossetti said he served on the impact fee committee when the City first adopted impact fees. He had real insight into what the legislation required of the City and developers. Rossetti said the road was clearly an impact fee item, but that was not taken into consideration.

Rutherford asked for clarification on what portion of the road was built by Rossetti. She read from the development agreement, "RAM will dedicate and construct at no cost to the City, a proposed road identified as Line Creek Parkway (now known as MacDuff Parkway) from its intersection with Highway 54 to the first entrance of the Cedarcroft subdivision." She continued that Rossetti was responsible for an additional 900 feet. Rossetti said he was responsible for the part of MacDuff Parkway that was in front of Cedarcroft. Rossetti said that the first 1,700 feet of the road was built by RAM Development. Rast clarified the portion of the road that was built by Ravin Homes was the 900 feet from the first Cedarcroft entrance to the intersection of MacDuff Parkway with the second Cedarcroft entrance and Gatehouse Drive.

Rutherford asked Rossetti if the cost for those 900 feet was $350,000. Rossetti said there was almost eight acres of land from the north line of the subdivision to the south line of the subdivision. He said he used an estimated value of $30,000 per acre for the property. Boone asked Rossetti if he had contributed to the land purchase for the initial 1,700 feet of road. Rossetti said he had not, that the property owner was responsible for building the road to his Cedarcroft property. He estimated the "sticks and bricks" of the road construction at $160,000. Logsdon asked how they calculated that eight acres of land were used. Rast said they had to set aside the right-of-way also. Rossetti said there was 80 feet of right-of-way, plus a 75-foot buffer along the 900 linear feet, which he was required to give up. McMullen said that was approximately 3.2 to 3.5 acres. Rossetti said he could provide a breakdown of how he had arrived at the cost. He would pull a plat and give the exact measurements. McMullen added that a portion of the property was in the power line easement, and that area should be differentiated. Rossetti said he could do that also.

Kourajian asked what was west of the road. Rossetti answered that Wynnmeade was to the west. Logsdon asked if the homes in Phase 3 would border the road. Rossetti said they would. Kourajian asked what he had paid an impact fee to this point. Rossetti said the fees were deferred. He had paid a portion, $32,000, in Phase 2. All the fees were due in Phase 3. Hicks added that $277,000 in impact fees would be due.

Meeker said a copy of the staff memo was provided and asked that it be attached to the meeting minutes. He noted that none of the current Council nor he was in office at the time of the initial agreement. It had been interesting to hear what had taken place. There was no doubt the 1993 easement agreement referenced the road. There was always a concept that there would be a road, but the question was when. Roads could be programmed out 15-20 years, but development might necessitate that roads were built earlier. The core question was whether the road was a true system improvement that benefited a wider area, or if the road represented what state law referenced as a project improvement. He questioned whether the project necessitated the road's construction. He questioned whether there was an agreement for the City to do it; it was a matter of public record in 1993 when the parties litigated the issues and came to a settlement agreement. Nothing was hidden about the easement agreement or the City's obligations. However, when the developments came on board, it did necessitate the road being built sooner than the City or others had foreseen at the time. Meeker said he had been going over the documents for three years. He knew from reading the documents that the impact fee issue had not been omitted from the discussion. It was referenced in the consent order and development agreement. It was referenced in both development agreements. The language referred to the impact fees being deferred to give Rossetti time to recoup the development costs for the road and pay them at a later date. During this meeting, Meeker said he learned that the credit issue had been discussed. The discussion and the issues were the same as in 1995.

Meeker continued that state law required credit for system improvements that benefited the area as a whole, provided the City collected impact fees for that type of system improvement. Roads were not one of those improvements included in the impact fees. Meeker understood why Hicks said the argument was circular. There was a long process to impose impact fees. Projects had to be identified, then the entity had to figure out who paid for what. Meeker said the entirety of a road could not be charged to impact fees. If the West Village area was annexed and MacDuff Parkway was extended through it, there had to be credits for what was on the ground. If the area was 50% built out, then the impact fees could only total the remaining 50%. In this instance, none of the impact fees collected by the City went to roads. Most of the projects had been done. Every dollar collected for this area had already been expended. The impact fee elements included the GA 54 bridge, GA 74 cart path bridge, and public safety. State law allowed the City to reimburse itself for the completed projects by charging impact fees.

Meeker continued that Rossetti summed it up in his letter attached as Exhibit G. He was responding to a letter from James Williams, the City's Developmental Services Director at the time, and noted that Rossetti had pointed out items the City wanted that were not part of the development agreement. Rossetti expected the City to live up to its end of the development agreement, and the City expected the same from him. He said he, philosophically, had a legal problem with giving credit for impact fees when impact fees were not the type of fees normally collected. Everyone else in the area had paid impact fees. The other developers had not gotten credit. If Council agreed to give Ravin Homes a credit, it would be at the expense of the other developers. The more important issue was that they all agreed that Rossetti built the road to a certain point, then John Wieland Homes built it to Centennial. Council's decision had implications beyond the 900 feet.

Plunkett asked Meeker if he believed that Ravin Homes owed an impact fee, and if Wieland built the road and paid impact fees. Meeker said he did not believe a credit was owed either under the law or the development agreement. He said that Wieland paid impact fees for Centennial and built the road. McMullen verified that Wieland paid impact fees and did not receive any credit for the road. Meeker reiterated that roads were not identified as a capital project in terms of the capital improvement element that was the basis of the impact fee program. Rutherford asked what the other projects were. Meeker said the impact fees were collected for this service area included recreation system improvements, library expansion, Police Department building expansion, the Recreation Administration building, Leach Fire Station reconstruction, and the GA 74 bridge. McMullen added that there was a line missing in the ordinance, but the original documents included the GA 74 multi-use bridge.

Kourajian asked what was expected at this meeting. Meeker said Council could vote at this meeting, but Kourajian had asked for additional information. By doing so, Council had asked for the item to be placed on another agenda. Kourajian said he would like to get the information on how Rossetti had determined the value of the road project, and he would prefer to mull over both sides of the issue.

Logsdon asked Rossetti how long it would take to get the information. Rossetti said he could get it to Council in a few days. Hicks added that he also did not know if there were any road impact fees charged since 1995, and he wanted to research it. Rast said the ordinance had been amended to designate service areas with established impact fees. Cedarcroft was in the Line Creek service area, and the fees had increased. Rutherford asked if the impact fees collected for the Line Creek service area had changed since 1995. Rast said the reconstruction of Leach Fire Station was added in 1998. Roads were included in other service areas, but not in Line Creek.

Boone asked why there were varied impact fee requirements. Rast explained that it depended on the system improvements needed in the area. The reconstruction of the Leach Fire Station did not impact the units in Kedron. The residential developments on Crabapple Lane needed a road, so the developers were assessed an impact fee for a road.

Rossetti said that any impact had to be considered as an overall impact to the City, such as Leach Fire Station having to help with a five-alarm fire in another service area. Logsdon said that might have been a bad example. Hicks said the impact fees were not due until 2007. There had been many letters written over the years, and he would like to provide a summary of everything.

Rutherford moved to table the issue until Ravin Homes had all the information that had been requested and offered. Boone seconded. The motion was approved unanimously.

With no other business to discuss, Rutherford moved to adjourn the meeting. Boone seconded the motion. The motion carried unanimously

The meeting adjourned at 6:49 p.m.

Jane Miller, City Clerk	Harold K. Logsdon, Mayor

Pamela Dufresne, Recording Secretary

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor & Council Members**

FROM: **City Manager**

DATE: **November 9, 2006**

SUBJECT: **Consider Appointment to Fayette County Library Board**
November 16, 2006, Council Agenda

Recommendation:

Consider reappointing Ms. Marie Washburn to the Fayette County Library Board.

Discussion:

The Fayette County Library Board is a volunteer board comprised of representatives from Fayette County, Peachtree City, Fayetteville and Tyrone. Ms. Washburn has been Peachtree City's representative since May, 2002, and her current term expires December 31, 2006. Ms. Washburn has been a valuable member of the board and is willing to serve another term. Staff recommends that Council reappointment Ms. Washburn to serve a four year term to expire December 31, 2010.

Budget Impact:

None

CITY OF PEACHTREE CITY
INTER-OFFICE MEMORANDUM

TO: Mayor Logsdon and Members of Council

VIA: City Manager, ATTN: Mr. Bernie McMullen
Assistant City manager, ATTN: Mr. Colin Halterman
Director of Finance, ATTN: Paul Salvatore P.S.
City Engineer, ATTN: David Borkowski
Assistant Director of Finance, ATTN: Janet Camburn
Purchasing Agent, ATTN: Angela Egan
Facilities Manager, ATTN: David McDaniel

FROM: Stony Lohr
Fire Chief

DATE: November 6, 2006

SUBJECT: Station 83 and Station 84 Driveway Improvement Bids
(Council Agenda November 16, 2006)

Recommendation. Staff recommends contracting with Reliable Demolition and Construction, Inc., 3841 Springleaf Court, Stone Mountain, GA 30083, for the bid amount of $56,300.00 for repair and improvements to the driveways of Fire Stations 83 and 84.

Discussion. Bids were opened on at 3:00 P.M. October 26, 2006 by Angela Egan and Charlotte Burns.

Two bids were received:

1. Reliable Demolition and Construction, Inc., 3841 Springleaf Court, Stone Mountain, GA 30083, in the amount of $56,300.00 ($39,780.00 for Station 83 and $16,520.00 for Station 84 with completion times of 30 days for Station 83 and 14 days for Station 84).
2. G&S Construction, Inc., 478 Northdale Road, Suite 302, Lawrenceville, GA 30043, in the amount of $100,450.00 ($80,750.00 for Station 83 and $19,700.00 for Station 84 with completion times of 3 weeks for Station 83 and 2 weeks for Station 84).

Purchasing has checked references for Reliable Demolition and Construction and found them to be satisfactory.

Based on low bid and satisfactory reference checks, staff recommends Reliable Demolition and Construction.

Budget Impact. Funds in the amount of $57,000 are designated and available in the 2006 PIP for this project. (356-3510-54-1270)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor and City Council**
VIA:	**City Manager** **Assistant City Manager** **Financial Services Director** P.S. **Assistant Financial Services Director** **Purchasing Agent** ARE
FROM:	**Public Services Director** Tom Corbett
DATE:	**October 30, 2006**
SUBJECT:	**Bids for City Hall Roof** **November 16, 2006 City Council Agenda**

<u>Recommendation:</u>

Staff recommends that the City accept the bid of Peach State Roofing, Inc., of Lawrenceville, Georgia, in the amount of $78,400.00, for installing a new roof on City Hall.

<u>Discussion:</u>

The City solicited sealed bids on September 18, 2006, for a new roofing system for City Hall. Five bids were received and were opened on October 19, with results as follows:

Peach State Roofing, Inc.	Lawrenceville, GA	$78,400.00
Roof Management, Inc.	Doraville, GA	$83,989.00
M. Jordan Roofing, Inc.	Manchester, GA	$94,312.00
Metalcrafts	Savannah, GA	$98,250.00
Roof Craft Systems	Center, AL	$129,320.00

Peach State Roofing met all of the required specifications, and their references gave them very high marks for quality control and for addressing long and short-term warranty issues. Peach State is an authorized and certified contractor for Sarnafil roofing systems, the type which was offered by this bidder.

<u>Budget Impact:</u>

Funds are available in account number 356-1505-54-1260 (project 168) to cover the cost of this contract.

CITY OF PEACHTREE CITY
BID TABULATION SHEET

06-103BPW

BID TITLE: City Hall Roof Bid

DATE: OCTOBER 19, 2006 3:00

BUDGET: $81,000

BIDS OPENED BY: Angela Egan

WITNESSED BY: David McDaniel

TIME COMPLETED: 3:15pm

- Mandatory Pre-bid Attendance
- 5% bid bond
- One (1) addendum
- Sample if not Sarnafil

BIDDER NAME	MAILING ADDRESS	BID AMOUNT	BOND	MISC. INFO
Peachstate Roofing, Inc.	1655 A Spectrum Dr. Lawrenceville GA 30043	$78,400.00	✓	#1 Sarnafil
M. Jordan Roofing Inc. PO #	PO Box 369 724 Warm Sp. Hwy Manchester, GA 31816	$94,312.00	✓	#1
Metalcrafts	PO BOX 1665 Savannah, GA 31402	$98,250.00	✓	#1
Roof Mgmt, Inc.	2480 Weaver Way Doraville GA 30340	$83,989.00	✓	#1
Roof Craft Systems	203 S. River St. Center, AL 35960	$129,320.00	✓	no addendum.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager

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

DATE: November 9, 2006

SUBJECT: Budget Amendments – Fiscal Year 2006
November 16, 2006 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached budget amendments.

Discussion:

Attached please find several budget amendments (06-028 through 06-033) for fiscal year 2006 submitted for your approval. These budget amendments are housekeeping in nature and are necessary to prepare for the annual audit and to issue financial statements for the fiscal year ended September 30, 2006. An explanation of the budget amendment is included on each budget amendment form.

Budget Impact:

The proposed budget amendments affect the General Fund, Police Department Grant/Donations Fund, one of the Athletic Fee Funds, Hotel/Motel Tax Fund, 2006 PIP Fund, Library Construction Fund, and Library Debt Service Fund. A separate report is attached that shows the budget impact, if any, on these funds.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY 06 – 11/16/06

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-028

DATE September 30, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
232-6129-54-1200	xxx	PTC Little League - Site Improvements	542	
232-00-34-7900	xxx	Other Revenue - Fees	542	
		TOTAL	$ 1,084	$ -

To cover expenditure overage in PTC Little League Athletic Fund Account that is covered by fees already generated and deposited in the account.

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-029

DATE September 30, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
209-3210-52-3400	xxx	Printing & Binding	1,003	
209-3210-52-3700	xxx	Education & Training	183	
209-3210-53-1180	xxx	Computer Supplies	4,450	
209-3210-53-1650	xxx	Small Tools & Equipment	111	
209-00-33-1109	xxx	Grant Revenue - CEDAP	4,450	
209-00-34-2102	xxx	Donations - CERT	1,297	
		TOTAL	$ 11,494	$ -

To cover expenditure overages in Police Grant/Donations Funds that are covered by grants and donations already received and deposited into the account.

ENTERED ________

APPROVED ________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-030

DATE September 30, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
275-00-31-4100	xxx	Hotel/Motel Tax Revenue	34,218	
275-1505-61-1110	xxx	Operating Transfer to General Fund	11,406	
275-1505-61-1120	xxx	Transfer to Tourism	22,812	
100-00-39-1127	xxx	Operating Transfer from H/M Tax Fund	11,406	
100-00-38-9025	xxx	Surplus Carryover		11,406
		TOTAL	$ 79,842	$ 11,406

To cover additional transfers from the Hotel/Motel Tax Fund due to the additional revenues generated by the fund in fiscal year 2006. To adjust the budgeted transfer to the General Fund to correspond with the transfer from the Hotel/Motel Tax Fund and reduce the budget needed from Surplus Carryover (Fund reserve).

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-031

DATE September 30, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
315-6510-61-1410	xxx	Transfer to Library Debt Service Fund	116,269	
315-6510-57-9100	xxx	Library Construction Fund Contingency		19,117
315-00-36-1122	xxx	Interest Earnings	18,053	
315-00-39-1141	xxx	Surplus Carryover	79,099	
410-00-39-1141	xxx	Transfer from Library Construction Fund	116,269	
410-00-38-9025	xxx	Surplus Carryover		116,269
		TOTAL	$ 329,690	$ 135,386

To adjust budget in the Library Construction Fund to cover the transfer of the balance in the fund to the Library Debt Service Fund per bond requirements.

ENTERED ________

APPROVED ________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-032

DATE September 30, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-1310-51-1200	xxx	Poll Workers - City Council	8,000	
100-1310-52-3700	xxx	Education & Training - City Council	7,000	
100-1320-51-2401	xxx	Retirement - Matching - City Manager	7,500	
100-1517-51-2100	xxx	Group Health Insurance - Purchasing	2,000	
100-6510-51-1200	xxx	Part-time Salaries - Library	21,000	
100-6510-51-1100	xxx	Regular Salaries - Library	5,000	
100-7450-51-2100	xxx	Group Health Insurance - Code Enforcer	4,000	
100-7210-51-2100	xxx	Group Health Insurance - Buildings	5,000	
100-1505-57-9145	xxx	Contribution Department Savings	559,406	
100-1511-52-1300	xxx	Technical Services - Finance		3,906
100-1535-51-1100	xxx	Regular Salaries - IT		5,000
100-1540-52-1200	xxx	Professional Services - Human Resources		10,000
100-1575-51-1100	xxx	Regular Salaries - Engineering		20,000
100-1580-54-2050	xxx	Machinery & Equipment - Clerk		20,000
100-1580-52-1250	xxx	Professional Services - Other - Clerk		10,000
100-1580-52-3400	xxx	Printing & Binding - Clerk		10,000
100-2650-52-1267	xxx	Indigent Care - Court		8,000
100-2650-52-1266	xxx	Court Solicitor - Court		8,000
100-2650-52-1265	xxx	Municipal Judge - Court		5,000
100-3210-51-1100	xxx	Regular Salaries - Police Dept.		30,000
100-3210-52-2200	xxx	Repair & Maintenance - Equip. - PD		20,000
100-3210-52-2200	xxx	Repair & Maintenance - Vehicles - PD		10,000
100-3210-53-1175	xxx	Operating Supplies - PD		12,000
100-3210-53-1180	xxx	Computer Supplies - PD		7,000
100-3210-52-3700	xxx	Education & Training - PD		25,000
100-3210-52-3400	xxx	Printing & Binding - PD		12,000
100-3210-52-2100	xxx	Cleaning Services - PD		5,000
100-3210-52-1200	xxx	Professional Services - PD		7,000
100-3210-52-1650	xxx	Small Tools & Equipment - PD		5,000
100-3510-51-1100	xxx	Regular Salaries - Fire Dept.		125,000
100-3510-52-1200	xxx	Professional Services - FD		15,000
100-3510-52-2250	xxx	Repair & Maintenance - Bldg. - FD		12,000
100-3510-52-2275	xxx	Repair & Maintenance - Equip. - FD		12,000
100-4100-51-1100	xxx	Regular Salaries - Public Works		30,000
100-4100-52-1245	xxx	Contractual Services - PW		15,000
100-4100-52-2140	xxx	Landscape - PW		12,000

continued on next page

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-6110-51-1100	xxx	Regular Salaries - Recreation		15,000
100-6110-52-2140	xxx	Landscape - Recreation		5,000
100-6110-52-2290	xxx	Repairs & Maintenance - Other - Rec.		5,000
100-6110-53-1175	xxx	Operating Supplies - Rec.		5,000
100-6110-53-1180	xxx	Computer Supplies - Rec.		5,000
100-6110-54-1260	xxx	Improvements Other than Bldgs. - Rec.		13,000
100-6110-52-1200	xxx	Professional Services - Rec.		5,000
100-6122-52-1200	xxx	Professional Services - Kedron		10,000
100-6122-52-1175	xxx	Operating Supplies - Kedron		6,000
100-6122-54-1320	xxx	Buildings - Kedron		35,000
100-6122-53-1650	xxx	Small Tools & Equipment - Kedron		6,000
100-6122-52-2200	xxx	Repairs & Maintenance - Equip. - Kedron		7,000
100-6122-52-2250	xxx	Repairs & Maintenance - Building - Kedron		8,000
100-7410-51-1100	xxx	Regular Salaries - Planning		40,000
		TOTAL	$ 618,906	$ 618,906

To adjust the FY2006 General Fund budget at 9/30/2006 to cover expenditure overages in certain line items and to spread the budgeted department savings over the line items with budget balances. This entry is necessary as part of the year-end closing process and for proper presentation in September 30, 2006 financial statements.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 06-033

DATE September 30, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-1505-61-1356	xxx	Transfer to PIP Fund 356	13,830	
100-00-39-2100	xxx	Sale of Fixed Assets	13,830	
356-00-39-1100	xxx	Transfer from General Fund	13,830	
356-4110-54-xxxx		Sign Replacement - Hwy. 74	13,830	
		TOTAL	$ 55,320	$ -

To adjust budget to account for the sale of land for the Hwy 74 widening that is to be used in the future for sign replacment (per T. Meeker).

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2006

September 30, 2006

General Fund (100)	
Budgeted Revenue and Expenditures before amendments	$ 26,674,703
Budget Amendments:	
Miscellaneous Adjustment 06-030	-
Miscellaneous Adjustment 06-033	-
Sale of Fixed Assets	13,830
Budgeted Revenue and Expenditures after amendments	$ 26,688,533
Police Department Grant/Donations Fund (209)	
Budgeted Revenue and Expenditures before amendments	$ 9,530
Budget Amendments:	
Miscellaneous Adjustment 06-029	5,747
Budgeted Revenue and Expenditures after amendments	$ 15,277
Athletic Fee Fund - Little League (232)	
Budgeted Revenue and Expenditures before amendments	$ 11,158
Budget Amendments:	
Miscellaneous Adjustment 06-028	542
Budgeted Revenue and Expenditures after amendments	$ 11,700
Hotel/Motel Tax Fund (275)	
Budgeted Revenue and Expenditures before amendments	$ 999,413
Budget Amendments:	
Miscellaneous Adjustment 06-030	34,218
Budgeted Revenue and Expenditures after amendments	$ 1,033,631
Library Construction Fund (315)	
Budgeted Revenue and Expenditures before amendments	$ 662,081
Budget Amendments:	
Miscellaneous Adjustment 06-031	97,152
Budgeted Revenue and Expenditures after amendments	$ 759,233
2006 PIP Fund (356)	
Budgeted Revenue and Expenditures before amendments	$ 2,459,511
Budget Amendments:	
Transfer for Sign Replacement	13,830
Budgeted Revenue and Expenditures after amendments	$ 2,473,341
Library Debt Service Fund (410)	
Budgeted Revenue and Expenditures before amendments	$ 409,559
Budget Amendments:	
Miscellaneous Adjustment 06-031	-
Budgeted Revenue and Expenditures after amendments	$ 409,559

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

MEMO TO: Mayor and City Council

VIA: Bernard J. McMullen, City Manager

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

DATE: November 9, 2006

SUBJECT: Budget Amendments – Fiscal Year 2007
November 16, 2006 City Council Consent Agenda

Recommendation:

It is Staff's recommendation that City Council approve the attached fiscal year 2007 budget amendments.

Discussion:

Attached please find five budget amendments (07-001 through 07-005) for fiscal year 2007 submitted for your approval. Budget amendment 07-001 increases both revenues and expenditures in the DARE Fund based on a recent donation from Kiwanis for the DARE program. Budget amendments 07-002 and 07-003 are housekeeping in nature and provide for a carryover of unspent funds in the Special Revenue Funds that were not budgeted for fiscal year 2007. These amendments are based on an analysis of the fund balance in each of the Special Revenue Funds at September 30, 2006.

Budget amendment 07-004 is a request to carry over fiscal year 2006 budget for projects in the General Fund that are incomplete as of September 30, 2006. These items were budgeted in fiscal year 2006, but due to circumstances beyond the control of the departments the funds could not be spent during last fiscal year and are expected to be spent early in fiscal year 2007.

Budget amendment 07-005 reduces expenditures in the fiscal year 2007 Fire Department budget for radios budgeted in fiscal year 2007 but actually purchased in fiscal year 2006. The offset reduces the need for surplus carryover in fiscal year 2007.

Additional explanations appear on each budget amendment.

Budget Impact:

The proposed budget amendments affect the General Fund and nearly all the Special Revenue Funds. A separate report is attached that shows the budget impact on each of these funds.

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

Thank you for your attention to this matter.

Attachments

JIC/BUDGET AMENDMENTS – FY07 – 11-16-06

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-001

DATE November 16, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
202-3210-53-1175	xxx	Operating Supplies	4,400	
202-00-37-1000	xxx	Donations	4,400	
		TOTAL	$ 8,800	$ -

To increase budgeted expenditures in the DARE Fund that is offset by a donation from Kiwanis that has been received and deposited.

ENTERED ______________

APPROVED ______________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-002

DATE November 16, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
200-6220-53-1177	xxx	Operating Supplies - Gathering Place	472	
200-6220-53-1178	xxx	Operating Supplies - Senior Luncheon	355	
200-6220-53-1175	xxx	Operating Supplies - All Children's	2,481	
200-00-38-9025	xxx	Surplus Carryover - Neighborhood Parks	3,308	
202-3210-53-1175	xxx	Operating Supplies - DARE	1,411	
202-00-38-9025	xxx	Surplus Carryover	1,411	
203-3210-53-1175	xxx	Operating Supplies - Federal Seizures	10,484	
203-00-38-9025	xxx	Surplus Carryover	10,484	
204-3510-53-1175	xxx	Operating Supplies - HAZMAT	905	
204-00-38-9025	xxx	Surplus Carryover	905	
205-6510-53-1175	xxx	Operating Supplies - Library Sales Tax	8,434	
205-00-38-9025	xxx	Surplus Carryover	8,434	
206-3210-51-2500	xxx	Tuition Reimbursement - PD Tuition	4,038	
206-00-38-9025	xxx	Surplus Carryover	4,038	
207-6110-53-1175	xxx	Operating Supplies - Youth Council	1,155	
207-00-38-9025	xxx	Surplus Carryover	1,155	
209-3210-53-1175	xxx	Operating Supplies - PD Grant	4,865	
209-00-38-9025	xxx	Surplus Carryover	4,865	
265-6190-53-1175	xxx	Operating Supplies - Special Events	1,053	
265-00-38-9025	xxx	Surplus Carryover	1,053	
		TOTAL	$ 71,306	$ -

To set-up budgets in various Special Revenue Funds based on surplus in funds at 9/30/2006.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-003

DATE November 16, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
231-6129-54-1200	xxx	Site Improvements - Travel Baseball	2,072	
231-00-38-9025	xxx	Surplus Carryover	2,072	
232-6129-54-1200	xxx	Site Improvements - PTC Little League	568	
232-00-38-9025	xxx	Surplus Carryover	568	
233-6129-54-1200	xxx	Site Improvements - PTC Lacrosse	2,526	
223-00-38-9025	xxx	Surplus Carryover	2,526	
234-6129-54-1200	xxx	Site Improvements - PTC Baseball	2,971	
234-00-38-9025	xxx	Surplus Carryover	2,971	
235-6129-54-1200	xxx	Site Improvements - PTC BMX	356	
235-00-38-9025	xxx	Surplus Carryover	356	
236-6129-54-1200	xxx	Site Improvements - PTC Football	5,549	
236-00-38-9025	xxx	Surplus Carryover	5,549	
237-6129-54-1200	xxx	Site Improvements - PTC Hockey	4,321	
237-00-38-9025	xxx	Surplus Carryover	4,321	
238-6129-54-1200	xxx	Site Improvements - PTC Dist 4 LL	1,109	
238-00-38-9025	xxx	Surplus Carryover	1,109	
239-6129-54-1200	xxx	Site Improvements - PTC Soccer	33,667	
239-00-38-9025	xxx	Surplus Carryover	33,667	
240-6129-54-1200	xxx	Site Improvements - PTC Softball	4,763	
240-00-38-9025	xxx	Surplus Carryover	4,763	
243-6129-54-1200	xxx	Site Improvements - PTC Track	639	
243-00-38-9025	xxx	Surplus Carryover	639	
		TOTAL	$ 117,082	$ -

To set-up budget in various Special Revenue Funds Athletic Fee Funds based on surplus in funds at 9/30/2006.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-004

DATE November 16, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-1540-52-1200	xxx	Professional Services - Human Resc.	5,000	
100-1575-52-1200	xxx	Professional Services - Engineering	27,800	
100-1575-54-2050	xxx	Machinery & Equipment - Engineering	11,360	
100-1580-52-3400	xxx	Printing & Binding - Public Information	5,627	
100-3210-53-1180	xxx	Computer Supplies - Police Dept.	7,116	
100-3510-52-2200	xxx	Repairs & Maint. - Equip. - Fire Dept.	3,112	
100-4100-53-1110	xxx	Street Resurfacing - Public Works	23,360	
100-4100-53-1235	xxx	Street Lights - Public Works	2,369	
100-4100-53-1650	xxx	Small Tools & Equip. - Public Works	3,986	
100-4100-54-2050	xxx	Machinery & Equip. - Public Works	20,288	
100-6110-54-1260	xxx	Improv. Other than Bldgs. - Recreation	28,610	
100-6110-54-2050	xxx	Computer Equip. - Recreation	15,000	
100-00-38-9025	xxx	Surplus Carryover	153,628	
		TOTAL	$ 307,256	$ -

To carryover funds budgeted in the General Fund for fiscal year 2006 for orders placed in fiscal year 2006 where goods and/or services had not been received as of 9/30/2006 due to circumstances beyond the control of the departments. These projects consist of:

ARC Study for Evaluations
Transportation Study
Survey Work
Vehicle for Engineering
Multi-Use Path Maps
Evidence Software
Fire Department Repair Parts
Pavement Marking
Street Light
Flail Mower
Pick-up Truck
Meade Field Light Poles
Ballfield Fencing
Recreation Software

ENTERED __________

APPROVED __________

CITY OF PEACHTREE CITY

BUDGET AMENDMENT

NUMBER 07-005

DATE November 16, 2006

ACCOUNT	PJT	DESCRIPTION	INCREASE	DECREASE
100-3510-53-1650	xxx	Small Tools & Equip. - Fire Dept.		9,000
100-00-38-9025	xxx	Surplus Carryover		9,000
		TOTAL	$ -	$ 18,000

To reduce the Fire Department's 2007 budget for radios that were budgeted in fiscal year 2007 but were actually purchased in fiscal year 2006.

ENTERED ____________

APPROVED ____________

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2007

November 16, 2006

<u>General Fund (100)</u>	
Budgeted Revenue and Expenditures before amendments	$ 27,018,673
Budget Amendments:	
Budget Carryover	153,628
Fire Department Radio Amendment	(9,000)
Budgeted Revenue and Expenditures after amendments	$ 27,163,301
<u>Neighborhood Parks Fund (200)</u>	
Budgeted Revenue and Expenditures before amendments	$ -
Budget Amendments:	
Surplus Carryover	3,308
Budgeted Revenue and Expenditures after amendments	$ 3,308
<u>DARE Fund (202)</u>	
Budgeted Revenue and Expenditures before amendments	$ -
Budget Amendments:	
Surplus Carryover	1,411
Kiwanis Donations	4,400
Budgeted Revenue and Expenditures after amendments	$ 5,811
<u>Federal Seizures Fund (203)</u>	
Budgeted Revenue and Expenditures before amendments	$ -
Budget Amendments:	
Surplus Carryover	10,484
Budgeted Revenue and Expenditures after amendments	$ 10,484
<u>HAZMAT Fund (204)</u>	
Budgeted Revenue and Expenditures before amendments	$ -
Budget Amendments:	
Surplus Carryover	905
Budgeted Revenue and Expenditures after amendments	$ 905
<u>Library Sales Tax Fund (205)</u>	
Budgeted Revenue and Expenditures before amendments	$ -
Budget Amendments:	
Surplus Carryover	8,434
Budgeted Revenue and Expenditures after amendments	$ 8,434
<u>PD Tuition Fund (206)</u>	
Budgeted Revenue and Expenditures before amendments	$ -
Budget Amendments:	
Surplus Carryover	4,038
Budgeted Revenue and Expenditures after amendments	$ 4,038

CITY OF PEACHTREE CITY

BUDGET AMENDMENTS - FISCAL YEAR 2007 *continued*

November 16, 2006

Youth Council Fund (207)		
Budgeted Revenue and Expenditures before amendments	$	-
Budget Amendments:		
Surplus Carryover		1,155
Budgeted Revenue and Expenditures after amendments	$	1,155
PD Grant/Donations Fund (209)		
Budgeted Revenue and Expenditures before amendments	$	-
Budget Amendments:		
Surplus Carryover		4,865
Budgeted Revenue and Expenditures after amendments	$	4,865
Special Events Fund (265)		
Budgeted Revenue and Expenditures before amendments	$	-
Budget Amendments:		
Surplus Carryover		1,053
Budgeted Revenue and Expenditures after amendments	$	1,053
Various Athletic Fee Funds (231 - 243) *		
Budgeted Revenue and Expenditures before amendments	$	-
Budget Amendments:		
Surplus Carryover		58,541
Budgeted Revenue and Expenditures after amendments	$	58,541

* Amount to be spread to various funds based on actual budget amendment.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO:	**Mayor & Council Members**
VIA:	**City Manager**
FROM:	**Administrative Services Director / City Clerk**
DATE:	**November 8, 2006**
SUBJECT:	**Public Hearing – Reaffirm Multi-Family Rezoning Moratorium** **November 16, 2006 Council Agenda**

Recommendation:
Staff recommends that Council reaffirm by vote the multi-family rezoning moratorium

Discussion:
In 1999, Council adopted an ordinance directing staff "to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family." Property owners requesting this type of zoning must first request that Council lift the moratorium as it applies to their property, before submitting the rezoning request to staff. The moratorium expires each year, at which time Council must consider the moratorium to determine if it should be reaffirmed for an additional year.

A copy of the referenced ordinance, which expires in January of 2007, is attached for your review.

Budget Impact:
The only budgetary impact associated with reaffirming the moratorium is the possible loss of impact fee revenue associated with the multi-family development in Peachtree City.

Attachment

/jsm

ARTICLE XIV. MULTI-FAMILY--REZONING MORATORIUM*

***Editor's note:** Ord. No. 727, adopted Nov. 4, 1999, renumbered art. XIV, §§ 1401--1404 to art. XV, §§ 1501--1504 and added a new art. XIV, §§ 1401--1404 as herein set out.

Sec. 1401. Purpose.

In order to protect the health, safety, and welfare of its citizens, the city has determined that a moratorium on the zoning or rezoning of property for development of multifamily housing needs to be adopted and enforced for all property in the City of Peachtree City not currently zoned for use as multifamily.

This moratorium is intended to promote: the orderly development of property in the city; maintain the high quality of police services now provided; maintain the high quality of emergency and fire services now provided; maintain the quality of education now provided; maintain the high quality of life now existing; help reduce traffic congestion; and ameliorate air quality standards.

(Ord. No. 727, 11-4-99)

Sec. 1402. Findings.

The mayor and council have made the following findings of fact in consideration of this moratorium:

(a) The development of additional multifamily housing would create a significant burden on the police department and emergency and fire departments for the city;

(b) The development of additional multi-family housing would overburden area schools

(c) The development of additional multi-family housing would exhaust available resources, thus reducing the quality of life now existing; and

(d) The development of additional multi-family housing would increase traffic congestion, which also reduces air quality.

(Ord. No. 727, 11-4-99)

Sec. 1403. Moratorium.

The Mayor and Council of the City of Peachtree City hereby directs its staff to accept no applications seeking to zone or rezone property to any designation that would allow the development of the property as multi-family.

(a) Multi-family shall include apartments, townhouses, duplexes, condominiums and assisted living facilities.

(b) This moratorium shall be in effect for a period of one year and shall automatically expire if not reviewed by the mayor and council and if deemed necessary, renewed.

(c) This moratorium shall not apply to property already zoned for use as multifamily,

(Ord. No. 727, 11-4-99)

Sec. 1404. Appeals.

Any party with an ownership interest in property in the city that believes said property owner is severely prejudiced by this moratorium may file an application with the city planner requesting that the mayor and council remove the moratorium as it applies to the property.

(a) The application shall be accepted by the city planner and placed on the council agenda after being properly advertised, and then, considered by the mayor and council.

(b) City staff shall only provide council with current land use and zoning information regarding the subject property and its surrounding properties and shall not make a recommendation to council on the application to lift the moratorium.

(c) In the event council lifts the moratorium, the property owner may then submit the request for rezoning following established procedures.

(d) In the event council declines to lift the moratorium, the property owner shall have the same rights and follow the same procedures as those connected with the denial of a rezoning request.

(Ord. No. 727, 11-4-99)

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council**

VIA: **City Manager**
Assistant City Manager
Financial Services Director P.S.
Purchasing Agent

FROM: **Public Services Director**

DATE: **November 8, 2006**

SUBJECT: **Energy Performance Contract with Trane, Inc.**
November 16, 2006 City Council Agenda

Recommendation:

Staff recommends that the City accept the final report of Energy Performance Contract Engineering Findings prepared by Trane, Inc., and execute a performance-based contract with Trane based on the scope of work set forth in the Findings. Additionally, staff recommends financing of this project for a 10 year term.

Discussion:

At its regular meeting on August 17, 2006, City Council reviewed and accepted the Energy Performance Contract Preliminary Findings presented by Trane, Inc. Council also authorized the City Manager to execute a Letter of Commitment to authorize Trane to proceed with a detailed audit necessary to verify the data presented in the Preliminary Findings. Trane has completed the audit and has set forth an Energy Conservation Program proposal that includes the engineering, design, energy analysis, and project management to accomplish a number of energy system improvements.

The final energy audit indicated a total program savings of $119,428 in the first year as follows:

- $110,528 utility savings in the first year based on current utility rates;
- $8,900 operational savings projected for light and ballast replacements, and mechanical systems repairs/maintenance.

This savings will escalate in subsequent years. The total estimated savings is estimated to be a minimum of $1,525,116 over the first 10 years.

The total program cost for principal and interest is estimated to be $1,588,693 over 10 years with a simple payback of 10.7 years. The project payback is just over 10-years due to the major mechanical redesign to address existing issues with the City Hall building (see attached pro forma spreadsheet.)

The scope of mechanical system improvements to the City Hall HVAC system has increased the payback from 10.3 years originally reported, to 10.7 years. These improvements do not provide significant additional energy savings but will improve the comfort level within the building. If the City did not include the renovations in this project, the $419,000 cost to renovate the existing City Hall HVAC system, would require approximately ten annual payments of $51,157 to finance.

The entire program is detailed in the attached proposal from Trane.

Budget Impact:

This project will require a budget amendment to increase both revenues (loan proceeds) and expenditures (capital outlay) by approximately $1.3M. There will also be offsetting budget adjustments on the expenditure side of the budget to increase debt service expenses and decrease citywide utility expenses. The attached cash flow statement shows the annual impact of these latter adjustments over the 10-year life of the loan. Once the debt service is retired, we expect to realize estimated annual energy savings in excess of $200,000 per year for years 11 – 15 of the program as shown on the attached Pro Forma.

A one-year engineering services contract for the first year of the project, in the amount of $7,600.00, will be funded from the Public Works Operating Budget, line item 100-4100-52-1245, Contractual Services.

The City can delete the HVAC upgrade project from the Public Improvement Program, budgeted at $171,000.

Executive Summary:

The Trane team would like to thank Peachtree City in working with us to develop the final details of the Performance Contracting Program. Many hours have been invested by several members of the Trane team as well as David McDaniel on behalf of Peachtree City. Our initial program had an estimated cost of $1,078,000 with total savings of $104,600 for a simple payback of 10.3 years. In order to facilitate an easier review of the final project, ***we have highlighted the changes in this document from the preliminary assessment in dark blue & high-lighted.*** We are proud to present our findings and believe we have developed a program that meets the goals and objectives discussed following the presentation of our initial findings:

- Validate the initial findings in order to guarantee the project outcome;
- Identify any additional savings measures that could be incorporated while maintaining the payback of 10.3 years;
- Finalize engineering details for the mechanical systems at City Hall;
- Complete a test and balance of the City Hall air distribution system to identify additional improvements that may be needed to improve facility comfort;
- Develop a solution to more efficiently heat the pool and the bubble at Kedron Aquatic Center;
- Finalize details for a water conservation program;
- Investigate the feasibility of incorporating outdoor lighting in a self-funding solution, including the Tennis Center lights;

The final program indicates annual energy savings in the amount of $110,528 with additional annual operational savings of $8,900 for a total project benefit of $119,428 per year with a total project cost of $1,279,630 with a simple payback of 10.7 years. All savings are based on present gas and electric rates. The program has grown as additional saving opportunities have been identified with outdoor lighting, additional water savings scope, additional hot water heaters, the final details for a solution at Kedron Aquatic Center, and addressing the major air distribution units at City Hall. The payback period has increased slightly due to the extent of HVAC improvements to City Hall that do not provide offsetting energy savings. The following pages provide the details for the recommended improvements.

Energy Conservation Program Summary:

The Trane Team has developed a program and finalized the options in conjunction with the administration for Peachtree City. The comprehensive program, developed in coordination with David McDaniel, includes the necessary engineering, design, energy analysis, and project management in addition to the following improvements:

- Lighting upgrades in all facilities with inefficient lighting;
- Improvements to outdoor building perimeter lighting to improve efficiency, including tennis courts;
- Plumbing improvements and water conservation in facilities with significant water usage and old technology;
- Adding technology to control irrigation at 4 sites with high irrigation costs;
- Major mechanical renovations for the City Hall building;
- Addressing major duct-work issues at City Hall to improve comfort (does not provide individual room controls);
- Centralized Controls for City Hall;
- Vendmizer for vending machines in all City Buildings;
- Replacing hot water tanks with instantaneous hot water heaters (numerous sites have been added during the detailed analysis);
- Installing plexiglass windows at the Amphitheater;
- Install more efficient pool & bubble heating system at Kedron;
- Install new controls for air handling unit serving the bubble for more efficient operation
- Improved ventilation and/or insulation for Recreation Admin, The Gathering Place, Fire Station #82, Indoor Tennis Courts, Over-heating areas at Tennis Center;
- Correct issue with return duct for main office at Kedron Aquatic;
- Adding HVAC redundancy for City Hall data center room;
- Test and balance of existing air distribution system for City Hall;

The final program savings indicate the following:

- Total program savings of $119,428 per year broken down as follows:
- Utility savings of $110,528 per year based on current utility rates;
- Operational savings of $8,900 for projected light and ballast replacements, hot water heater replacements, and mechanical system repairs / maintenance.

The total program cost is $1,279,630 with a simple payback of 10.7 years. The project payback is just over 10-years due to the major mechanical redesign that has been incorporated to address existing issues with the City Hall building. The City has previously approved a commitment of $82,100 ($65,600 for the engineering cost and $16,500 for the test and balance) should the 10.3 year payback be met; this cost is already included in the total project costs. <u>The payback has extended due to the</u>

extent of repairs and modifications at City Hall that do not provide offsetting energy savings.

Another option for this project is the engineering services associated with the on-going guarantee. The cost for the engineering services is approximately $7,600 per year dependant on the level of service desired by Peachtree City. This service may be renewed each year as desired by Peachtree City.

The Next Step:

The next step of the process is to arrange for project financing and authorize contracts to be signed. Financing may be arranged independently or Trane can assist with the arrangement of a municipal lease purchase agreement.

The program presented is designed to meet specific goals that have been established in partnership with Peachtree City. Each improvement measure was selected to either enhance the energy and operational savings or to address an existing issue.

We also have a current financial indication for a rate of 4.055% for ten-years and 4.195% for a fifteen-year project. This is an option made available for Peachtree-City to facilitate this project on a self-funded basis.

City of Peachtree City: Preliminary Pro Forma
10 - Year Finance Option

Input		
Interest	4.055%	*
# of years	10	
PV	$ 1,279,630.00	
FV	0	
Pmt (in arrears)	0	
Energy Esc	5.5%	
Operational Esc	3.0%	
Energy Savings	$ 110,528.00	
Operational Savings	$ 8,900.00	

Output		
# of payments	120	monthly
Monthly Payment	($12,989.11)	
Annual Payment	($155,869.28)	
Simple Payback	10.71	years
Cumulative Savings	$1,083,622.31	

Year	Energy Savings	Operational Savings **	Total Annual Savings	Annual Lease Payment	Annual Net Cash Flow	Cumulative Cash Flow
1	$ 110,528.00	$ 8,900.00	$ 119,428.00	($155,869.28)	($36,441.28)	($36,441.28)
2	$ 116,607.04	$ 9,167.00	$ 125,774.04	($155,869.28)	($30,095.24)	($66,536.52)
3	$ 123,020.43	$ 9,442.01	$ 132,462.44	($155,869.28)	($23,406.84)	($89,943.36)
4	$ 129,786.55	$ 9,725.27	$ 139,511.82	($155,869.28)	($16,357.46)	($106,300.81)
5	$ 136,924.81	$ 10,017.03	$ 146,941.84	($155,869.28)	($8,927.44)	($115,228.25)
6	$ 144,455.68	$ 10,317.54	$ 154,773.21	($155,869.28)	($1,096.06)	($116,324.32)
7	$ 152,400.74	$ 10,627.07	$ 163,027.80	($155,869.28)	$7,158.52	($109,165.79)
8	$ 160,782.78	$ 10,945.88	$ 171,728.66	($155,869.28)	$15,859.38	($93,306.41)
9	$ 169,625.83	$ 11,274.25	$ 180,900.08	($155,869.28)	$25,030.81	($68,275.61)
10	**$ 178,955.25**	**$ 11,612.48**	**$ 190,567.73**	**($155,869.28)**	**$34,698.45**	**($33,577.15)**
11	$ 188,797.79	$ 11,960.86	$ 200,758.65	$0.00	$200,758.65	$167,181.49
12	$ 199,181.67	$ 12,319.68	$ 211,501.35	$0.00	$211,501.35	$378,682.84
13	$ 210,136.66	$ 12,689.27	$ 222,825.93	$0.00	$222,825.93	$601,508.78
14	$ 221,694.18	$ 13,069.95	$ 234,764.13	$0.00	$234,764.13	$836,272.90
15	$ 233,887.36	$ 13,462.05	$ 247,349.41	$0.00	$247,349.41	$1,083,622.31
Total	**$ 2,476,784.76**	**$ 165,530.33**	**$ 2,642,315.09**	**($1,558,692.78)**	**$1,083,622.31**	**$1,083,622.31**

* Interest Rate based on current rates, may change slightly.
** There is a budgeted ***cost avoidance of $171,000*** (not shown) for money planned to contribute to the City Hall HVAC renovations.The cost of HVAC renovations included in this project is **$419,000.**

10 Years			**$ 1,525,115.63**	**($1,558,692.78)**	**($33,577.15)**

PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

PACT™ Agreement

between

City of Peachtree City

and

Trane,
A Division of American Standard Inc.

Dated as of November 16, 2006

Trane Contract No. G1-02211

PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

This PACT™ Agreement (hereinafter the "Agreement") is made and entered into as of November 16, 2006 by and between Trane, a division of American Standard Inc. (hereinafter "Trane") and City of Peachtree City (hereinafter "Customer") for the purpose of furnishing services designed to reduce energy consumption and operational costs at the premises, to guarantee a specified minimum level of energy savings, and furnish specified maintenance.

ARTICLE 1 - THE SERVICES AND COMPENSATION

Section 1.01. Articles and Exhibits. This Agreement consists of Articles 1 through 8 and the following Exhibits, which are attached hereto and incorporated herein by this reference:

Exhibit A:	Payment Schedule		
Exhibit B:	Scope of Services		
Exhibit B.1:	Certificate of Substantial Completion and Acceptance		
Exhibit B.2:	Certificate of Final Completion and Acceptance		
Exhibit C:	Description of the Premises		
Exhibit D:	Notice to Proceed		
Exhibit E-:	Point Source Guarantee		
	EXHIBIT	E.1	Lighting Retrofit
	EXHIBIT	E.2	Runtime Control System
	EXHIBIT	E.3	Pool Bubble Heater Controls
	EXHIBIT	E.4	Vending Machine Controllers
	EXHIBIT	E.5	Instantaneous Hot Water Heater Retrofit
	EXHIBIT	E.6	Chiller Retrofit
	EXHIBIT	E.7	Pool Boiler Replacement
	EXHIBIT	E.8	Water Conservation
Exhibit F:	Not used		
Exhibit G:	Hazardous Materials		
Exhibit H:	Maintenance		

Section 1.02. Contract Price. Subject to the terms and conditions hereof, as payment for Trane's performance and furnishing of the Services, Customer shall pay or cause to be paid to Trane, pursuant to Section 1.05, the sum of One Million Two Hundred Seventy-Nine Thousand Six Hundred & Thirty Dollars ($1,279,630), which Contract Price includes all applicable sales, consumer, use and similar taxes (excluding income taxes) for the Services required to be paid by Trane and legally enacted as of the date of this Agreement. The Contract Price does not include the cost to Customer of maintenance (the "Maintenance Price") to be furnished by Trane pursuant to Exhibit H.

Section 1.03. Services and Maintenance.

(a) **Services.** Within 150 days from Trane's receipt of the Notice to Proceed issued pursuant to Section 1.04, Trane shall have substantially completed performance of the Services defined in Exhibit B (hereinafter "Substantial Completion") at the Premises identified in Exhibit C. Trane's obligation hereunder is limited to performing the Services as defined herein. Excluded from the Services are any modifications or alterations to the Premises (not expressly included within the Services as defined) that may be required by operation of the Americans with Disabilities Act or any other law or building code(s).

(b) **Maintenance.** During the Term hereof, Trane shall furnish, and Customer shall pay for, the maintenance services (the "Maintenance") as and when described on Exhibit H. The Maintenance Price is set forth on Exhibit H.

Section 1.04. Notice to Proceed; Financing.

☐ If the preceding box is checked, Customer will not be financing payment of the Services with funds other than its own and will use its own funds to pay for the Services. Accordingly, upon execution of this Agreement by Trane, Customer's execution of this Agreement shall constitute the Notice to Proceed to Trane.

☒ If the preceding box is checked, Customer intends to finance payment of the Services with funds other than its own. Accordingly, Trane shall not perform, nor be required to perform, any of the Services until and unless Customer has closed on its financing of this Agreement (the "Financing Closing"), as evidenced by fully executed contract documents for financing of the Contract Price and funding of any escrow account provided for by the financing documents. Customer will achieve Financing Closing on or before December 16, 2006, or such later date agreed to in writing by Trane. Within five (5) calendar days of the Financing Closing, Customer shall execute and issue a written Notice to Proceed (substantially in the form of Exhibit D hereto) to Trane, upon which event Trane will commence performance of the Services hereunder. In the event Customer does not achieve Financing Closing on or before the date specified in the preceding sentence, or such later date agreed to in writing by Trane, Trane may terminate this Agreement upon fourteen (14) calendar days prior written notice to Customer. Upon such termination of this Agreement, Trane shall have no further obligations to Customer hereunder; provided, however, that, notwithstanding such termination, Customer shall be obligated to immediately compensate Trane for the amount set forth in any Letter of Commitment, project development agreement, or comparable agreement between Customer and Trane.

Section 1.05. Services Payment Terms. Customer shall pay Trane or cause Trane to be paid for the Services as follows:

Initial Payment: Upon execution hereof, $127,963.00 (for engineering, drafting, mobilization, and other costs) shall be due; and

Monthly Payments and Final Payment: In accordance with the dates and amounts on Exhibit A hereto, Trane will invoice for Contract Price on a monthly basis for all materials and equipment delivered to the Premises (or, as applicable, to an off-site bonded storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within twenty (20) calendar days of its date shall be past due. Trane will be notified, in writing, within fifteen (15) days of the date of the invoice if the Customer has any exceptions to the invoice.

Section 1.06. Notices and Changes of Address. All notices to be given by either party to the other shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses as follows:

If to Trane: Trane
2677 Buford Highway NE
Atlanta, GA 30324
ddbradley@trane.com
Attention: Dwight D. Bradley

If to Customer: City of Peachtree City
151 Willowbend Road
Peachtree City, Georgia GA 30269
dmcdaniel@peachtree-city.org
Attention: David McDaniels

With a copy to:

City of Peachtree City
Attn: City Manager
151 Willowbend Road
Peachtree City, Georgia 30269

or such other addresses as either party may hereinafter designate by notice to the other. Notices are deemed delivered or given and become effective upon mailing if mailed as aforesaid and upon actual receipt if otherwise delivered. All notices or other communications under this Agreement shall be in writing and may be delivered in person, or may be sent by receipted courier, facsimile transmission, express mail, e-mail, or postage prepaid certified or registered mail, addressed to the party for whom it is intended, at the addresses set forth in this Agreement. Either party may change its address for notice by giving written notice to the other party of the change. Any notice or other communication shall be deemed given no later than the date actually received. Notice by courier, express mail, certified mail, or registered mail shall be deemed given on the date it is officially recorded as delivered by return receipt or equivalent and, in the absence of such record of delivery, it shall be rebuttably presumed to have been delivered on the third business day after it was deposited, first-class postage prepaid, in the mails. Notices sent by fax or e-mail shall require tangible confirmation of receipt from the person to whom addressed.

Section 1.07. Energy Savings Guarantee. The energy savings guaranteed under this Agreement are set forth in Exhibit E and in the sub-exhibits thereto.

Section 1.08. Term. The term ("Term") of this Agreement shall commence as of the date first written above and shall expire on December 31, 2006; provided, however, that this agreement shall automatically renew for ten (end upon expiration of the 10) additional terms of one (1) year each, beginning on January 1 and ending on December 31 of each such year, unless notice is given by October 1 of the then current term of either party's intention to terminate this agreement.

Section 1.09. Customer's Authorized Representative(s). Customer designates the following individual(s), and any successors to the positions noted, as the representative(s) of Customer with authority to sign on behalf of the Customer (the "Authorized Representative") the Certificate of Substantial Completion and Acceptance, Certificate of Final Completion and Acceptance, and Guarantee reconciliation reports:

Authorized Representative	**Position/Title**
Bernard McMullen	City Manager

Customer may change any Authorized Representative by providing written notice to Trane (in accordance with Section 1.06) at least fourteen (14) calendar days prior to the effective date of the change. Such change shall only be effective with respect to acts occurring after the required notice.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have each executed this Agreement, effective as of the date first above written.

Trane, a division of
American Standard Inc.

By: Jeff Watson

Its: Vice President, Southeast Territory

Date: ____________________

____
(Customer)

By: Bernard McMullen

Its: City Manager

Date: ____________________

ARTICLE 2 - PERFORMANCE

Section 2.01. Construction Procedures and Changes To Services. Trane shall supervise and direct the Services using its best skill and attention. Trane shall have exclusive control over construction means, methods, techniques, sequences and procedures. Trane shall at all times have the right to replace, delete or substantially alter any item of equipment or part of the Services, correct any work, revise any procedures included in this Agreement, or take any other energy saving actions, provided, however, that Trane shall obtain Customer's prior consent to substantial deviations from the original scope of Services, said consent not to be unreasonably withheld or delayed.

Section 2.02. Substantial Completion. Prior to final completion, Trane may provide written notice to Customer that all or substantial portions of the Services are substantially complete and request that Customer issue a Certificate of Substantial Completion and Acceptance, substantially in the form of Exhibit B.1. Substantial Completion is the date when the specified Services have been performed or installed and are operating as required by this Agreement, with only minor work remaining as may be specified on a punch list agreed to by Customer and Trane. Within a reasonable time thereafter, Customer and Trane will inspect the specified Services to determine the status of completion. If Customer does not consider the specified Services substantially complete, it will notify Trane in writing, giving the reasons therefor. If Customer considers any or all of the specified Services substantially complete, a Certificate of Substantial Completion and Acceptance will be issued as to such specified Services, executed by the Authorized Representative of Customer. Trane's request for a Certificate of Substantial Completion and Acceptance shall not be unreasonably withheld or delayed by Customer. Exhibit B.1 shall fix the date(s) of Substantial Completion and the date(s) for commencement of warranties for the accepted specified Services; Exhibit B.1 may specify the responsibilities between Customer and Trane for Maintenance (pursuant to Exhibit H) and any adjustment of compensation therefor. There may be attached to the certificate a tentative list of items to be completed or corrected.

Section 2.03. Final Completion. Upon Customer's receipt of written notice from Trane that the Services are ready for final inspection and acceptance, Customer and Trane shall inspect the Services and determine whether the same have been performed in accordance with this Agreement. If Customer considers the Services complete and performed in accordance with this Agreement, Customer shall issue a Certificate of Final Completion and Acceptance, substantially in the form attached hereto as Exhibit B.2, to be executed by the Authorized Representative of Customer. In the event that Trane presents a Certificate of Final Completion and Acceptance to Customer and Customer does not consider the Services finally complete, then Customer shall notify Trane in writing, giving the reasons therefore. Trane's request for a Certificate of Final Completion and Acceptance shall not be unreasonably withheld or delayed by Customer.

Section 2.04. Delays. If Trane is delayed in the commencement or completion of any part of the Services due to an Event of Force Majeure, or due to Customer's action(s) or failure to perform its obligations under this Agreement or to cooperate with Trane in the timely performance of the Services, then Trane will notify Customer in writing of the existence, extent of, and reason(s) for such delay(s). Trane and Customer shall extend the contract time for such reasonable time as they shall agree and, if Trane's cost for furnishing the Services is increased as a result, the Contract Price shall be increased by Change Order by the amount of Trane's additional costs.

Section 2.05. Equipment Location and Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer.

Section 2.06. Permits and Governmental Fees. Trane shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Services and which are legally required when bids from Trane's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary private and governmental approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. Customer shall waive the fees for any permits that Trane may be required to obtain from Customer.

Section 2.07. Utilities During Construction. At no cost to Trane, Customer shall provide and pay for water, heat, and utilities consumed by Trane during performance of the Services hereunder. Trane shall install and pay the cost of any temporary facilities not already in existence that will be required during construction for accessing such water, heat, and utilities.

Section 2.08. Concealed or Unknown Conditions. Trane shall promptly notify Customer if it encounters the following conditions at the Premises, prior to significantly disturbing the same: (i) subsurface or otherwise concealed physical conditions or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Services herein.. If such conditions cause an increase in Trane's cost of, or time required for, performance of any part of the Services: (a) Trane and Customer shall agree, by Change Order, on how to proceed and the extent of any adjustment to the time required for performance of the Services and to the Contract Price, in light of the differing conditions and any adjustments that may be required to the Guarantee; or (b) either party may terminate this Agreement by delivery of written notice declaring termination, effective immediately pursuant to Section 3.05.

Section 2.09. Damage to Equipment; Casualty or Condemnation of Premises. Any fire, flood, other casualty or condemnation affecting any portion of the Premises shall be a Material Change to the Baseline and Customer shall furnish notice thereof to Trane upon occurrence of the Material Change. Trane may modify any Baseline applicable to the Guarantee to account for the Material Change. If any fire, flood, other casualty, or condemnation renders a majority of the Premises incapable of being occupied or destroys a substantial part of the area(s) within which the Services is/are to be performed, Trane may terminate this Agreement, effective immediately, by delivery of a written notice to Customer pursuant to Section 3.05. If any significant item of the equipment furnished hereunder is irreparably damaged by the negligence or willful misconduct of an employee, agent or invitee of Customer, or is destroyed or stolen, and if Customer fails to repair or replace said item within a reasonable period of time agreed to by Trane, Trane may terminate this Agreement, effective immediately, pursuant to Section 3.05.

ARTICLE 3 - CUSTOMER'S OBLIGATIONS

Section 3.01. Access to Premises. Customer shall provide Trane with access to the Premises, with or without prior notice to Customer, to inspect for Trane's benefit the component parts of the Services installed on the Premises and/or to validate Customer's performance of its responsibilities.

Section 3.02. Representations and Warranties of Customer. Customer hereby warrants and represents to Trane that:

(a) Customer has furnished, or caused others to furnish, and, for the Term hereof, will continue to furnish to Trane, promptly as information becomes available, accurate and complete data concerning energy usage for and other information pertaining to the Premises, including but not limited to the following:

- utility records for the 36-month period preceding the date hereof and throughout the Term;
- occupancy and usage information, including current representative tenant leases, for the 36-month period preceding the date hereof and throughout the Term;
- written surveys or descriptions of heating, cooling, lighting or other systems or energy requirements and any changes thereto;
- descriptions of all energy consuming or saving equipment used on or affecting the Premises;
- any energy or environmental audits relating to all or any part of the Premises;
- any service or maintenance agreement(s) regarding any heating, cooling, lighting or other building systems, or part thereof;
- construction drawings ("as-builts") in existence as of the date hereof or developed during the Term hereof; and
- a description of energy management procedures presently utilized by Customer for the Premises and any revisions thereto.

(b) Customer has provided Trane with all records heretofore requested by Trane and the information set forth therein is, and all information in other records to be subsequently provided pursuant to this Agreement will be, true and accurate in all material respects except as may be disclosed to Trane by Customer in writing; and

(c) Customer has not entered into any contracts or agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment located on the Premises, except as heretofore disclosed to Trane in writing by Customer; and

(d) During the term of this Agreement, Customer will not enter into any agreements with other persons or entities regarding the provision of energy management services or with regard to any servicing of any of the energy related equipment furnished by Trane hereunder, without prior written consent of Trane; and

(e) Customer presently intends to continue to use the Premises in a manner similar to its present use, except as may have been disclosed to Trane by Customer in writing; and

(f) No part of the systems controlled by Trane will be placed in a permanent "on" operating mode or manually controlled and, during the Term of this Agreement, Customer shall permit only Trane personnel or other qualified providers to repair, adjust or program equipment, systems, and/or controls, except in the event of an emergency, in which event Customer may remedy the emergency and shall notify Trane as soon as possible of the existence of the emergency and measures taken by Customer; and

(g) Customer has disclosed in writing to Trane the existence and location of all known or suspected asbestos and other Hazardous Materials on the Premises; and

(h) Customer will provide Trane with copies of any successor or additional contracts for management or servicing of preexisting equipment that may be executed from time to time hereafter within ten (10) days after execution thereof and information or services under Customer's control shall be furnished promptly by Customer; and

(i) the execution, delivery and performance by Customer of this Agreement does not violate any provision of law and does not conflict with or result in a breach of any order, writ, injunction or decree of any court or governmental instrumentality, domestic or foreign, or Customer's respective charter or by-laws or create a default under any agreement, bond, note or indenture to which Customer is a party or by which Customer is bound or to which any of Customer's property is subject; and Customer has no knowledge of any facts or circumstances that, but for the passage of time, would materially, adversely affect either party's ability to perform its respective obligations hereunder and, if Customer is a governmental entity or instrumentality thereof, Customer has complied with all laws and regulations relative to bidding or procurement of the Services hereunder; and

(j) the Agreement has been duly authorized, executed and delivered by Customer, and constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, reorganization or other laws or equitable principles of general application relating to or affecting the enforcement of creditor's rights and remedies;

(k) Customer shall notify Trane within seventy-two (72) hours of Customer's receipt of actual or constructive notice of (1) any material malfunction in the operation of the equipment installed or equipment affected by the Services provided pursuant to this Agreement and/or (2) any interruption or alteration of the energy supply to the Premises; and

(l) Customer acknowledges and agrees that the Maintenance will be performed by Trane or on behalf of Trane by a Trane authorized service provider; and

(m) Customer is the fee owner of the Premises and the real estate upon which the Premises are located.

Section 3.03. Customer Default. Each of the following events or conditions shall constitute a default by Customer and shall give Trane the right to, without an election of remedies, immediately terminate this Agreement pursuant to section 3.05.

(1) Any failure by Customer to pay or cause to be paid amounts due Trane more than thirty (30) days after the date of the invoice therefore, except where notice of exceptions has occurred;

(2) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made;

(3) Any default by Customer under any instrument or agreement (i) related to the financing or leasing of all or any part of the Services or equipment hereunder and/or (ii) granting to any person or entity a security interest in and to the equipment to be installed or furnished hereunder;

(4) Any failure by Customer to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Customer demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Customer fails to promptly begin to cure and diligently proceed to completion thereof;

(5) Any failure by Customer to pay as and when due the Maintenance Price and/or any failure by Customer to perform or comply with any material term or condition of Exhibit H; or

(6) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Customer, Customer shall become insolvent, make a general assignment for the benefit of creditors, or Customer shall fail to pay its debts as and when they become due.

Without limiting the generality of the foregoing, in the event of a default by Customer in its payment obligations hereunder, upon prior notice to Customer, Trane may enter upon the Premises where the equipment comprising a part of the Services is located and disconnect and/or remove the same without being liable to any suit, action or other proceeding by the Customer.

Section 3.04. Trane Default. Each of the following events or conditions shall constitute a default by Trane and shall give Customer the right, upon thirty (30) calendar days prior written notice to Trane, to terminate this Agreement by delivery of written notice declaring termination, after which, if Trane has not cured the default within such thirty (30) day period, Customer may take possession of the site together with all materials thereon, and move to complete the Services itself expediently. If the unpaid balance of the Contract Price exceeds the expense of finishing the Services, the excess shall be paid to Trane, but if the expense exceeds the unpaid balance, Trane shall pay the difference to Customer upon demand by Customer:

(1) Any representation or warranty furnished by Trane in this Agreement is false or misleading in any material respect when made;

(2) Any failure by Trane to perform or comply with any material term or condition of this Agreement, including breach of any covenant contained herein, provided that such failure continues for thirty (30) days after written notice to Trane demanding that such failure be cured or, if cure cannot be effected in such thirty (30) days, Trane fails to promptly begin to cure and diligently proceed to completion thereof; or

(3) The commencement of any voluntary or involuntary proceedings in bankruptcy or receivership by or against Trane, Trane becomes insolvent, or Trane makes a general assignment for the benefit of creditors.

Trane's liability to Customer under the Guarantee shall be limited to energy savings guaranteed in connection with energy conservation measures that are completely installed by Trane or its' subcontractors (or by Customer in accordance with the specifications and requirements hereof, and/or prepared on behalf of Trane for the same, and Trane reasonably accepts the work) and such savings shall be determined in accordance with the appropriate Guarantee exhibit and generally accepted engineering principles. In the event Customer proceeds to complete the Services, it shall complete the same on or before the expiration of sixty (60) calendar days after the effective date of the termination of this Agreement by Customer.

Section 3.05. Termination. Termination of this Agreement will be effectuated by delivery of written notice by the party seeking termination declaring termination, upon which event a) Customer shall be liable to Trane for all Services furnished to date and any damages sustained by Trane, including lost profits and the price of any specially manufactured items, whether in production or delivered; and b) Trane shall have no further obligation to Customer under this Agreement. Any termination under this Agreement not based on a default provision shall be deemed a termination for convenience.

ARTICLE 4 - INSURANCE

Section 4.01. Trane's Liability Insurance. Trane shall purchase from and maintain, without interruption from the commencement of the Services throughout the Term, a Commercial General Liability policy, Worker's Compensation and Employer's Liability policy and Commercial Automobile Liability policy, through a company or companies rated A VIII or better by A.M. Best Company.

Section 4.02. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate.

(b) Customer shall purchase and maintain (until the later of the date of issuance of the Certificate of Final Completion and the date of Customer's Final Payment) property insurance for the installation work in progress at least in an amount equal to the Contract Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer.

(c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment or settlement and the parties shall proceed to resolve the disagreement.

Section 4.03. Customer's Loss of Use/Business Interruption Insurance. Customer may purchase and maintain insurance to protect against loss of use of Customer's property or business interruption due to fire or other commonly insured hazards, however such fire or hazards may be caused. Customer acknowledges that Trane is not required to purchase or maintain such insurance against the loss of use of Customer's property or business interruption.

Section 4.04. Evidence of Insurance. Customer and Trane shall furnish to the other certificate(s) of insurance prior to commencement of performance of any Services, evidencing the coverages and limits required to be maintained under this Agreement. Such certificate(s) shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. The certificate(s) shall name the other party as an "additional insured" to the extent of the indemnity obligation assumed by the insured party under this Agreement. Neither the procurement nor maintenance of any type of insurance by Customer shall in any way be construed or deemed to limit, waive, or release Customer from any of the obligations and risks of Customer under this Agreement, or to be a limitation on the nature and extent of such obligations and risks.

ARTICLE 5 - HAZARDOUS MATERIALS

Section 5.01. Asbestos And Hazardous Materials. Except as expressly stated in Exhibit B, Trane's Services expressly exclude any work connected or associated with Hazardous Materials. Hazardous Material means any pollutant, contaminant, toxic or hazardous substance, material or waste, any dangerous, potentially dangerous, noxious, flammable, explosive, reactive or radioactive substance, material or waste, urea formaldehyde, asbestos, asbestos-containing materials ("ACM's"), polychlorinated biphenyl ("PCB"), and any other substance, the manufacture, preparation, production, generation, use, maintenance, treatment, storage, transport, disposal, handling, or ownership of which is regulated, restricted, or prohibited, by any federal, state, or local statute, law, ordinance, code, rule or regulation now or at any time hereafter in effect, and as may be amended from time to time, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601 et seq.), the Hazardous Materials Transportation Act (49 U.S.C. §§ 1801 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.), the Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. §§ 2601 et seq.), and the Occupational Safety and Health Act (29 U.S.C. §§ 651 et seq.).

Trane shall not perform any identification, abatement, cleanup, removal, transport, treatment, storage or disposal of Hazardous Materials on Customer's premises. Customer warrants and represents that, except as expressly, and by reference to this Section, set forth in Exhibit C (Description of Premises) or Exhibit G (Hazardous Materials), there are no Hazardous Materials on the Premises in areas within which Trane will be performing any part of the Services or Customer has disclosed to Trane the existence and location of any Hazardous Materials in all areas within which Trane will be performing any part of the Services. Trane's responsibility, if any, for any Hazardous Materials, shall be limited to and as expressly set forth in Exhibit G and Customer shall, at all times, be and remain the owner and generator of any and all Hazardous Materials on the Customer's premises and responsible for compliance with all laws and regulations applicable to such Hazardous Materials.

Should Trane become aware of or suspect the presence of Hazardous Materials in the course of performing the Services that are not disclosed in Exhibits B, C or G, or which present or may present a hazard to or endanger health welfare or safety, Trane shall have the right to immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to remove or render harmless the Hazardous Materials in accordance with all applicable laws and regulations. Trane shall be required to resume performance of the Services in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless; if the area has not been or cannot be rendered harmless within thirty (30) days of discovery of the Hazardous Material, Trane may terminate this Agreement pursuant to Section 3.05. Customer shall compensate Trane for any additional costs incurred by Trane as a result of work stoppage, including demobilization and remobilization. In addition to any other indemnity obligation of Customer to Trane, to the maximum extent permitted by law, Customer shall indemnify, defend, and hold harmless Trane, its officers, directors, beneficiaries, shareholders, partners, agents, representatives, and employees (collectively referred to as "Trane" for purposes of this Article 5) and Trane's subcontractors from all fines, suits, actions, claims, penalties, and proceedings of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with or related to: (1) any leak, deposit, spill, discharge, or release or disposal of Hazardous Materials in connection with the performance of this Agreement, except to the extent such Hazardous Materials were brought onto the Premises by Trane; and/or (2) Customer's failure to identify and disclose Hazardous Materials and to fully comply with all federal, state, and local statutes, laws ordinances, codes, rules and regulation now or at any time hereafter in effect regarding Hazardous Materials.

ARTICLE 6 - INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 6.01. Indemnification. To the maximum extent permitted by Georgia law, Trane and Customer shall indemnify and hold each other and all respective officers, directors, affiliates, shareholders, and employees harmless from any and all actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to property of the other or other persons, to the extent arising out of or resulting from the negligence of their respective employees or other authorized agents in connection with the Premises. Neither party shall be required to indemnify the other against actions, costs, expenses, damages and liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault hereunder, then any obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination. In the event one party hereto knows or has reason to believe that the other party will be required, in connection with this Agreement, by any court or governmental administrative agency to respond to any legal action or other directive by such authorities, such party shall immediately notify the other in writing of the same. **NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST REVENUE OR PROFITS) OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS.**

ARTICLE 7 - WARRANTY

Section 7.01. Workmanship and Equipment Warranty. Trane warrants that, for a period of two (2) years from the date of Final Completion (the "Warranty Period"), Trane-manufactured equipment installed hereunder and the installation work included within the Services (i) shall be free from defects in material, manufacture, and workmanship and (ii) shall have the capacities and ratings set forth in Trane's catalogs and bulletins. Notwithstanding the foregoing, with respect to selected equipment to be identified in Exhibit B.1 (Certificate of Substantial Completion and Acceptance), Trane shall have the option of commencing the warranty period upon the later of (a) the date of initial startup of such selected equipment and (b) the date of Substantial Completion set forth in Section 2.02. Equipment and/or parts that are not manufactured by Trane are not warranted by Trane and have such warranties as may be extended by the respective manufacturer. If such defect in Trane-manufactured equipment or the installation work is discovered within the Warranty Period, Trane will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said Trane-manufactured equipment was installed pursuant hereto, labor associated with the replacement of parts or equipment not conforming to this warranty. No liability whatsoever shall attach to Trane until said equipment and Services have been paid for in full and then said liability shall be limited to Trane's cost to correct the defective equipment or work and/or the purchase price of the equipment shown to be defective. Trane's warranties expressly exclude any remedy for damage or defect caused by corrosion, erosion, or deterioration, abuse, modifications or repairs not performed by Trane, improper operation, or normal wear and tear under normal usage. Trane shall not be obligated to pay for the cost of lost refrigerant.

The foregoing does not apply to Maintenance and the warranties for Maintenance are separately stated on Exhibit H of this Agreement.

THE WARRANTY AND LIABILITY SET FORTH IN THIS SECTION ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TRANE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS), OR PUNITIVE DAMAGES. NO REPRESENTATION OR WARRANTY OF

MERCHANTABILITY OR FITNESS OF PURPOSE IS MADE REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF, OF MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. TRANE SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE SCOPE OF SERVICES OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

ARTICLE 8 - GENERAL PROVISIONS

Section 8.01. Assignment. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of Trane, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties' respective successors and assigns.

Section 8.02. Applicable Law and Jurisdiction. This Agreement is made and shall be interpreted and enforced in accordance with the laws of the state in which the project is located. Customer and Terane hereby consent and submit to the personal jurisdiction of the courts of the state where the project is located and of the United States District Court in such state and to being sued, whether in the state where the project is located or elsewhere.

Section 8.03. Complete Agreement. This Agreement and the Exhibits attached hereto, together with any documents expressly incorporated herein by reference, shall constitute the entire Agreement between both parties regarding the subject matter hereof. There are no agreements, understandings, or covenants between the parties of any kind, expressed or implied, oral or otherwise pertaining to the Services that have not been set forth in this Agreement. Any Proposals furnished by Trane prior to execution of this Agreement were for negotiation purposes only and shall not constitute legally binding commitments. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. The energy audit authored by Trane and/or its consultant(s), including any summaries, excerpts, and abstracts thereof (collectively, the "Energy Audit"), are used to show operational and consumption data and calculations and projections regarding savings, but do not reflect the savings guaranteed by Trane; in the event of any conflict or contradiction between the Energy Audit and the provisions of this Agreement and its Exhibits, the provisions of this Agreement and its Exhibits shall govern.

Section 8.04. Force Majeure. Neither party shall be considered to be in default hereunder when a failure of performance (other than Customer's obligation to make payment to Trane) is due to an Event of Force Majeure. An "Event of Force Majeure" shall mean any cause or event beyond the control of the party. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by the fault of the party. If either party is rendered unable to fulfill any of its obligations under this Agreement by reason of an Event of Force Majeure it shall give prompt written notice of such fact to the other and the obligated party obligations shall be suspended until removal of the Event of Force Majeure. If either party shall be unable to carry out any material obligation under this Agreement due to Event of Force Majeure, this Agreement shall, at the election of either party: (i) remain in effect but the parties' obligations shall be suspended until the uncontrollable event terminates; or (ii) be terminated upon ten (10) calendar days notice to the other party, pursuant Section 3.05.

Section 8.05. Further Documents. The parties shall timely execute and deliver all documents and perform all further acts that may be reasonably necessary to effectuate the provisions of this Agreement.

Section 8.06. Severability. If any term or conditions of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect so long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Upon any such determination of invalidity, illegality or unenforceability, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in an acceptable manner, to the end that the transactions contemplated by this Agreement are consummated to the extent possible.

Section 8.07. Signatures in Counterpart. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A facsimile copy hereof shall suffice as an original.

Section 8.08. Neutral Interpretation. The form of this Agreement has been prepared initially by Trane. However, the parties acknowledge that this is a negotiated Agreement and, in the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for, nor more strongly against, either party.

Section 8.09. Bonds. Should payment and performance bonds be provided hereunder, in no event shall such bonds cover any energy savings guarantees. Additionally, the bonds shall not cover any warranties beyond one year from completion of the installation. For purposes of performance bonding, faithful performance of the Services are deemed satisfied at Final Completion.

PERFORMANCE AGREEMENT FOR COMFORT FROM TRANE

EXHIBIT A
Payment Schedule

Customer will make progress payments to Trane at the times and in the amounts set forth in the following schedule:

Milestone	Payment Due
December 15, 2006 - Engineering Cost and Equipment Upon Execution of Agreement by Customer	$ 127,963.00
January 15, 2007 - Monthly Payment	$ 341,234.67
February 15, 2007 - Monthly Payment	$ 341,234.67
March 30, 2007 - Monthly Payment	$ 341,234.66
May 31, 2007 - Final Payment	$ 127,963.00

INITIALED BY: ____Customer ____Trane

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: **Mayor and City Council Members**

VIA: **City Manager**
Assistant City Manager
Financial Services Director
Assistant Financial Services Director

FROM: **Public Services Director**

DATE: **October 20, 2006**

SUBJECT: **Intergovernmental Agreement with PTC Airport Authority**
November 16, 2006 City Council Agenda

Recommendation:

Staff recommends that the City execute the attached Agreement for equipment maintenance services with the Peachtree City Airport Authority, and authorize the Mayor to sign the Agreement on behalf of the City Council.

Discussion:

The City currently provides certain support services to several other governmental agencies, primarily in the form of vehicle and equipment repairs, and bills the agencies (such as WASA) for the time and materials invested in such repairs. Both the City and the Airport Authority now find it in their mutual best interests to have the City provide such vehicle and equipment repair services to the Airport Authority, and to have the attached formal written Agreement put in place, as with other agencies, to define the appropriate arrangements. The Agreement has been reviewed by City staff and the City Attorney, and has also been approved and signed by Airport Authority officials.

Budget Impact:

There is no cost to the City and therefore no budget impact.

Attachment

STATE OF GEORGIA

COUNTY OF FAYETTE

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ________________, 2006, by and between CITY OF PEACHTREE CITY, a political subdivision of the State of Georgia acting by and through its Mayor and Council, hereinafter referred to as the "City", and the Peachtree City Airport Authority, a government authority organized and existing under the laws of the state of Georgia, hereinafter referred to as the "Authority" for the purpose of increasing the efficiency of maintaining equipment and vehicles.

W I T N E S S E T H:

WHEREAS, the Authority desires the Public Works Department of the City to do maintenance and repair work on the Authority's equipment and vehicles: and

WHEREAS, the Public Works department of the City is equipped to perform maintenance and repair work on equipment and vehicles and the Authority desires to cause a number of equipment and vehicles to be maintained and/or repaired at Peachtree City's Public Works facility.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties to this Agreement hereby agree as follows:

1.

The City hereby agrees to maintain and repair equipment and vehicles for the Authority. Said repairs shall be conducted at the Public Works Facility of the City located on McIntosh Trail. City will invoice the Authority for its direct costs of maintenance and repairs including but not limited to parts and materials, salary, overtime pay, FICA Medicare, retirement benefits, and other withholding paid by or on behalf of the City to the employee(s) who provides maintenance for Authority equipment and vehicles based upon the hours, or fractions thereof, spent on the maintenance and repairs by such employees. Said amounts shall be billed on a quarterly basis, and shall be billed based upon the hours of work and the hourly rate of the employee(s) who performs such work and the actual cost of parts and materials provided to the Authority.

2.

To the fullest extent permitted by law, the Authority agrees to indemnify and shall hold the City harmless from any and all claims, liability, costs, or expenses for any injury or death to any person or damage to any property arising out of or in any way relating to any act or omission of its respective agents and employees, resulting from the performance of the work including attorney's fees and costs of litigation. The provisions of this Agreement with respect to any claims or liability occurring or cause prior to any expiration or termination of this Agreement shall survive such expiration or termination.

3.

This Agreement shall constitute the entire agreement between the parties and no modifications shall be binding upon the parties unless evidenced by a subsequent written agreement signed by the parties.

4.

This agreement shall begin on the date that it has been executed by both the City and the Authority and shall expire on December 31, 2006. The parties recognize that the initial term will be of a limited time period. Accordingly, either party may terminate this agreement provided that written notice of such termination is provide to the other party no later than December 15, 2006. In the event that no such written notice is given during the initial term, then this agreement will automatically renew for ten (10) additional terms of one (1) year, beginning on January 1 and ending on December 31 of each succeeding year, unless either party provides written notice to the other party at least sixty (60) days prior to the expiration of the then current term.

IN WITNESS WHEREOF, parties have hereunto set their hands and affixed their seals the day and year as first above written.

CITY OR PEACHTREE CITY

By: ______________________________

(SEAL)

Harold K. Logsdon, Mayor

Attest:

____

Clerk

PEACHTREE CITY AIRPORT AUTHORITY

By: ______________________________

(SEAL)

Jerry R. Cobb, Chairman

Attest:

____

Clerk

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager

FROM: Administrative Services Director / City Clerk

DATE: November 6, 2006

SUBJECT: Consider Appointment of Municipal Court Judge and Judge Pro Hac November 16, 2006, Council Agenda

Recommendation:
Consider appointment of Mr. Stephen D. Ott as Municipal Court Judge and Mr. Eric Maxwell as Judge Pro Hac effective January 1, 2007.

Discussion:
As you know, Mr. Eric Maxwell has been the City's Municipal Court Judge for several years. Mr. Maxwell has recently been elected to the Fayette County Board of Commissioners and will no longer have the time to serve as the City's Judge. He would like to be appointed as Judge Pro Hac. The City issued an RFP for Municipal Court Judge in October and received three responses to the proposal. Mr. Stephen D. Ott, Mr. Carlton H. Jones and Ms. Mary L. Skene responded. All three met the qualifications and have adequate experience as a Municipal Court Judge to serve as the City's judge. Mr. Ott's proposal quoted an hourly rate of $95.00 for court and $115.00 for after hours. Mr. Jones and Ms. Skene quoted a flat rate of $115.00 per hour for all services.

While all three candidates are qualified, Mr. Ott did submit the lowest rate. Additionally, he has served as Judge Pro Hac for the City's court for the past three years, presiding over many court sessions, and also worked with the City for several years when he was a member of the former City Attorney's law firm. His proposal is attached for your review.

Budget Impact:
We are currently paying $95.00 per hour for court for Judge Maxwell and $85.00 per hour for court for Judge Ott and $115.00 per hour for after hours so there will be minimal impact on the budget for court.

Attachment

LAW FIRM OF STEPHEN D. OTT, P.C.
380 Stonewall Avenue, West
Fayetteville, Georgia 30214
Phone (770) 692-2600 Fax (770) 719-2512

October 25, 2006

Ms. Angela Egan
Purchasing Agent
City of Peachtree City
151 Willowbend Road
Peachtree City, GA 30269

Re: Municipal Court Judge, City of Peachtree City

Dear Ms. Egan:

Please accept this letter as my proposal to serve as Municipal Court Judge for the City of Peachtree City. I am very interested in continuing to serve Peachtree City and respectfully request to be considered for the upcoming appointment.

I meet all the advertised qualifications for Municipal Court Judge, including age and admission to the State Bar of Georgia. I was admitted to the practice of law in the state of Georgia on July 2, 1992. I am aware that the fulfillment of the duties of Municipal Court Judge will require a degree of flexibility in scheduling in order to ensure that the requisite functions of the office are carried out in an efficient and expeditious manner. Should I be appointed, I would be both willing and able to make myself readily accessible to the City in order to fulfill all of my duties and obligations as Municipal Court Judge, including conducting first appearance hearings and issuing warrants. I am currently certified by the Counsel of Municipal Court Judges and have fulfilled all the requirements to maintain that certification. I will continue to maintain my certification while serving as Municipal Court Judge.

I have served as Municipal Court Judge Pro Hac Vice for the City of Peachtree City since 2003. During my time of service, it became necessary for Judge Maxwell to take an extended period of leave. In his absence, I assumed the duties of the Chief Judge. I worked closely with the court clerk's office, probation services, and the solicitor to reduce the costs associated with operating the Municipal Court. In addition, I took measures which served to expedite routine court matters and effectively reduced the time city employees and police officers had to devote to court related tasks, while maintaining the integrity of the court and protecting the rights of the defendants. Furthermore, I have worked closely with code enforcement to ensure properties are in compliance with the city's codes. Peachtree City's quality of life ordinances are part of what make Peachtree City the wonderful city that it is and understanding those ordinances is a vital part of the judge's position. Not only have I worked closely with code enforcement, I was honored to serve in the office of the city attorney for five years and gained a thorough understanding of the ordinances during that time. I have had the opportunity to enforce those ordinances as Judge Pro Hac Vice. In working with the city building officials, I believe we have reached fair and successful resolutions to each case. I have been truly dedicated to the position of Judge Pro Hac Vice. I have been available when Judge Maxwell was unable to conduct court. When Judge Maxwell was injured, I returned five days early from my family vacation in order to fill in for him.

I have also attended significantly more Municipal Court Judge training than required. This year, while only required to attend 12 hours, I have actually attended over 25 hours of training. I recently completed a "Spanish for Judges" course so I would be better able to communicate with Spanish speaking individuals. In addition to my service as Municipal Court Judge Pro Hac Vice, I currently serve as solicitor in Senoia, Georgia and, on occasion, as public defender in Fairburn, Georgia.

I believe the current format is working well and I would continue to use that format if selected for this position. As the Municipal Court Judge, I would consider input from anyone of how court may be better organized or operated. I have met with citizens who have questioned procedures or operations to hear and consider their input and explain why things are done a certain way.

I believe that judges sit as the public representative of our courts. It is the interaction with the judge in a courtroom that most shapes a person's impression of the court. Win or lose, each person that appears in court must leave believing they have had an opportunity to be heard and the opportunity for a fair hearing or our justice system is eroded. It is the role of the judge to assure each person that opportunity. Municipal Court is the court most people will interact with in their lifetime; making the demeanor and temperament of the Municipal Court Judge vital in assuring a positive impression of the Court and the City over which it presides. I have the demonstrated demeanor and temperament necessary to fulfill that part of this position. Serving as both prosecutor and defense attorney gives me valuable insight in to how each side views our judicial system. I have used that insight to better communicate with the parties in each case.

I have been dedicated, not just to the practice of law, but also to the community in which I practice. I am a member of the following organizations: Fayette County Bar Association, President, 1999, Treasurer, 2006; Metro Fayette Kiwanis Club (BOD 2001-2006, President-Elect 2003-2004, President 2004-2005; Fayette County YMCA BOD, 2002; Fayette County Counsel on Domestic Violence, BOD, 2002; Fayette County Chamber of Commerce, and the American Cancer Society, Community Ambassador.

I have been elected Lt. Governor for the 23rd District of the Georgia Division of Kiwanis for the year 2007-2008. I received the Chief Justice Award for Community Service in 2000.

I am enclosing my most recent resume detailing my educational and work experience.

I am willing to make myself available as often as needed to serve as Municipal Court Judge for the City of Peachtree City. I propose that I would be compensated at the rate of $95.00 an hour for hours worked during normal business hours and $115.00 an hour for hours worked after normal business hours.

I very much appreciate your consideration. If you need anything further from me, or wish to have me come in for an interview, please do not hesitate to contact me. I look forward to hearing from you.

Sincerely,

Stephen D. Ott

Enclosure