

City Council of Peachtree City
Agenda
October 20, 2011
7:00 p.m.

- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Acknowledge Donations to the City
 - Recognize Jim Kretchman – 20 Years of Service
 - Recognize Employee of the Month – Julie Shepherd
 - Proclamation - Retired Educators Month
- IV. Citizen Comment**
- V. Agenda Changes**
- VI. Minutes**
 - October 4, 2011, Workshop Minutes
- VII. Monthly Reports**
- VIII. Consent Agenda**
- IX. Old Agenda Items**
- X. New Agenda Items**
 - 10-11-09 Consider Vehicle Lease Agreement with Enterprise Fleet Management**
Pilot program to lease some of the City's vehicles with maintenance service
 - 10-11-10 Consider Bid for Janitorial Services for Kedron Fieldhouse & Aquatic Center**
Unbudgeted expense for janitorial services following division reorganization
 - 10-11-11 Consider Purchase of Computer Workstations and Software (Dell Financial Services)**
Budgeted expense for the upgrade of staff computers and software
 - 10-11-12 Consider Elimination of Position – Events Services Coordinator (Amphitheater)**
Staff is proposing replacing the position with a seasonal, part-time Box Office Supervisor position
- XI. Council/Staff Topics**
 - Hot Topics Update
- XII. Executive Session**

**City Council of Peachtree City
Workshop Meeting Minutes
October 4, 2011**

The Mayor and Council of the City of Peachtree City met in workshop session on Tuesday, October 4, 2011, in City Hall Council Chambers. Mayor Haddix called the meeting to order at 6:30 p.m. Council Members attending were: Vanessa Fleisch, Doug Sturbaum, Kim Learnard, and Eric Imker.

City Manager Jim Pennington noted that there would only be one item for discussion that evening, the discussion of private streets.

City Engineer Dave Borkowski gave an overview of the issue, noting that Peachtree City had 22 single-family and multi-family residential neighborhoods (including condominiums but excluding apartments) with streets that were privately owned by the respective Home Owner Associations (HOAs).

The City's Land Development Ordinance prohibited the construction of any additional private streets in single-family residential neighborhoods as of January 3, 2008. The ordinance also indicated that, if a neighborhood so desired, they had the right to petition the City to take over the private streets through a formal request signed by all co-owners of the street, and they had to deed the right-of-way to the City and revise the final plat. Haddix asked if the bank could sign the petition for a home in foreclosure.

Borkowski said all ordinance requirements for the streets would also have to be met. That requirement had prevented any petitions from proceeding to date. The specifications included 50 feet of right-of-way, cul-de-sacs with adequate right-of-way, maximum and minimum grade design, and a 22-foot pavement width. The Design Standards also included level intersections, horizontal curvature requirements, and visibility requirements. Curb and gutter were also required, and developers (or neighborhood owners) would have to make the signage meet the Manual of Uniform Traffic Control Devices (MUTCD) standards.

Drainage systems were also required to reflect the latest edition of the Georgia Stormwater Management Manual and were subject to inspection, and streets had to meet adopted standards as far as the depth of the pavement and base. Coring tests would be required.

Borkowski then used the Village Park neighborhood as an example of the difficulties in meeting the requirements. The neighborhood had streets in a 46-foot utility and ingress-egress easement. To meet the City standards, the right of way would encroach into the yards, meaning the building setbacks (previously based on the curb) then extended into the existing homes.

Borkowski said that smaller building setbacks had been one of the advantages of keeping streets private. Sturbaum asked if the City taking over would require some type of blanket variance. Borkowski said they would need to discuss it with the City Attorney because, if a fire occurred, the home could not be rebuilt on a non-conforming lot.

Learnard said, at first blush, it looked like the example street could not be brought to City standards. Haddix expressed concern about setting a precedent that other neighborhoods could take advantage of.

Borkowski said that, if a petition were submitted, staff would have to do a detailed review of the streets, the neighborhood would have to pay to correct any deficiencies, all property owners would have to sign over property, and the City would have to address non-conforming lots.

Borkowski continued that taking over the private streets would add nine miles of streets, 3,880 feet of storm drains, and 27 catch basins to the City's maintenance responsibility. He added that the storm drain inventory might be low because staff had not done a full inventory of private storm drains.

Borkowski then said, by taking over the streets, the City would assume the liability for any stormwater problems the neighborhood would have if the easements were not already dedicated to the City.

Learnard asked if the City would be obligated to take the streets if all the criteria were met. Borkowski said the decision would still be up to Council. Learnard asked what had brought the issue forward, and whether it was a matter of neighborhoods now needing to repair streets.

A resident of Village Park said they had a conscientious HOA and had recently replaced their streets. She paid the same taxes as other neighborhoods that had their streets repaved and their street lights paid for by the City. She also asked what happened if another neighborhood did not maintain the roads and the roads deteriorated to impassibility.

A Cypress Point resident said they repaved half their road, and saved funds for the other half.

A resident asked if the City had any liability for a private road. Pennington said the City currently had no liability if the road was private. The Village Park resident asked if the City was willing let roads and neighborhoods decay. Learnard noted that other residents, who were also taxpayers, felt the agreements had been made when the neighborhoods were developed and the homes were bought, and the City should not take on the additional costs.

Haddix noted the liability issue was a big concern. In the cases of individual homes, the City did not repair problems but required the owners to fix them. He understood both sides of the argument, but felt it would require careful study by the Attorney.

Al Yougel, a resident of Cypress Point, said the history of how the private streets came to be allowed should be explained. He purchased one of the first houses in Cypress Point, and the builder/developer would not release the covenants until more houses had sold, so he did not know the streets were private when he bought the home.

Yougel continued that staff's presentation outlined the position of the past. He noted that the City had to take over stormwater management, and the Water & Sewerage Authority had to take over the sewer treatment company.

Haddix said he had received an email from developer Scott Bradshaw indicating the private streets had been allowed to reduce the cost of development. Yougel said he did not like the defensive position that the City "couldn't" take over private streets. It could be done, but the City needed to rewrite the ordinances. The issue of the taxes paid by residents of private streets was not fair. Yougel acknowledged that some private streets would cost a considerable amount to bring up to acceptable standards. Haddix said he saw a huge range of issues related to the question.

Another resident asked, if the property was turned over in top-notch condition, if it could be considered starting from scratch. A lot of the HOAs were getting behind in maintenance due to the economy, with members getting behind in their dues leading to less maintenance.

Another resident asked about the right-of-way requirement, saying Village Park's streets were wide enough for fire trucks. Borkowski explained it was a question of ownership rather than street width. If the City was going to maintain a street, it had to own the property adjacent to the street. Yougel noted the City had easements all over town for various things. Learnard asked why it had to be an owned right-of-way versus an easement.

Haddix said his neighborhood had public streets bordered by a strip of grass, then a sidewalk and an additional strip of grass, all owned by the City. Space was needed for proper maintenance. Pennington noted that there were residents who would not allow workers on their property, even if there was an easement.

Tim Lydell, a resident of Cardiff Park, said this was a complicated subject that crossed ownership rights, covenants, and construction rights. He pointed out that some HOAs had lapsed due to inactivity and failure to renew covenants. Lydell said there were many things to be determined before Council could make a decision. He felt the City should set up a study for each of the examples to see what would need to happen, including whether the HOAs had lapsed and if the existing streets were within code. There might be a few neighborhoods that needed some type of exception, but the last thing Peachtree City needed was to allow neighborhoods to fall into disrepair. He felt the HOAs should take an active role in the fact-finding for their respective neighborhoods.

Another resident said many of the subdivisions affected were for those aged 55 and older, so they did not have children in schools or recreation, etc., but were still paying taxes to help support the rest of the community. She also indicated that many residents did not understand the meaning of "private streets" and what that term implied.

Haddix asked all those present to make sure the City had current HOA information to help the process. Learnard said none of the discussions that evening meant Council had made any type of decision or was leaning in any given direction on the issue.

Sturbaum asked what neighborhoods were represented that evening. Attendees were from Cardiff Park, Twiggs Corner, six from Brookfield, two from Village Park, two from Fairways, six from Cypress Point, and Village on the Green. Several commented that attendance was predominantly from older neighborhoods that were having problems.

Haddix said each community should provide a point of contact. The City would look at the legalities, the condition of the streets, and the standards to develop a general cost estimate. Borkowski clarified that this type of study would become expensive (requiring such things as video inspection of storm drains and borings of streets). Public Services Director Mark Caspar asked how in depth staff should research, or whether they start with the active HOAs. Learnard said she did not want the City spending a lot of money it did not have and suggested working with active HOAs first, with perhaps a visual inspection.

Learnard said she did not see why the City should spend staff time and tax dollars, both of which were limited, in the preliminary stages. Having the neighborhoods that wanted to give up their private streets paying for the study made more sense to her, but she stressed it did not guarantee the City would take over the streets.

Lydell noted that the City did not have to act immediately, and asked Council to look at budgeting and scheduling for the studies over time.

Fleisch said there might also be neighborhoods or neighbors who did not want the City to take over the streets. Getting neighborhood consensus might be the first step.

Haddix asked those attending to find out if their neighbors would be willing to dedicate the land necessary for the right-of-way as a first step. That would prevent the City moving forward with staff time and funds if the neighborhood could not get consensus.

Haddix then asked for comments from Peachtree City's Public Safety departments. Police Chief H. C. "Skip" Clark noted that the City could not enforce parking and some traffic laws in private neighborhoods, but there were others they could enforce through an agreement with the HOA. Fire Chief Ed Eiswerth added that some neighborhoods on the list had streets that would not accommodate fire engines, and he was concerned that taking ownership of those streets could make access the City's responsibility.

A resident asked if the City performed its own paving or contracted the work. Caspar said it was a combination of both. Two citizens suggested that the City provide guidelines for HOAs and assist with obtaining discounts on paving services. Caspar suggested they contact Public Works to assist in the specifications for paving bids.

Learnard said she thought this type of issue was why the Peachtree City Civic Association had formed, to advocate for all neighborhoods. She encouraged membership. Lydell noted that the organization only had real interest when there was a crisis.

Learnard asked staff to post the information from the meeting on the City's web site.

Imker said before the City pressed on, he wanted some background information, such as if all the public streets met the design specifications. Borkowski said they had been required to meet the criteria in place when they were built. Imker said his concern was whether the City was failing to maintain public streets, which took priority over the private street issue.

Imker said there had been lawsuits regarding local governments taking over private streets, and recommended that the HOAs find out if any succeeded and why or why not. He said the HOAs should take the responsibility to provide a list of 100% owner support before any staff time was spent, and then share in the cost of the evaluation.

Imker then noted the complaint that residents with private streets had paid taxes that paved other neighborhood streets. He said residents buying the same home on a public street had paid more for the same home because they were paying for the larger lot and the public streets.

Imker continued by noting that, out of the average \$695 in annual city property taxes, only about \$75 went toward street maintenance. While he wanted residents of neighborhoods with private streets to be satisfied and getting good value from their taxes, he wanted the same thing for the rest of the citizens. Imker said he sympathized and wanted to help, but the City and the HOAs needed to do their homework before proceeding.

Learnard asked whether a neighborhood with a private pool had the same issues (lapses in dues, etc.) and could not pay for maintenance, should be able to turn to City to take over pool. Several in the audience said no, but that the streets were a different issue. Learnard felt there were parallels in the example.

Haddix thanked those who attended and adjourned the meeting at 8:43 p.m.

Betsy Tyler, City Clerk

Don Haddix, Mayor

City Event Calendar

<u>October</u>	<u>November</u>	<u>December</u>
10/15 – PTC Classic Road Race – Whose Live Anyway @ The Fred 10/20 – City Council Meeting, 7 pm 10/29 – Not so Frightful Storytelling & Halloween Party @ The Fred 10/31 – Halloween	11/1 – Council Workshop (Tentative), 6:30 11/3 – City Council Meeting, 7 pm 11/8 – Municipal Election 11/12 – Veterans Day Remembrance (Atlanta Regional Airport-Falcon Field) 11/17 – City Council Meeting, 7 pm 11/24 & 25 – Thanksgiving Holiday, City Offices Closed	12/1 – City Council Meeting, 7 pm 12/3 – Hometown Holiday – Council Workshop (Tentative), 6:30 12/15 – City Council Meeting, 7 pm 12/23 & 26 – Christmas Holiday, City Offices Closed
<u>January</u>	<u>February</u>	<u>March</u>
1/1 – New Year's Day 1/2 – New Years Day Celebrated, City Offices Closed 1/3 – Council Workshop (Tentative), 6:30 1/5 – City Council Meeting, 7 pm 1/16 – MLK Holiday, City Offices Closed 1/19 – City Council Meeting, 7 pm	2/2 – City Council Meeting, 7 pm 2/7 – Council Workshop (Tentative), 6:30 2/16 – City Council Meeting, 7 pm	3/1 – City Council Meeting, 7 pm 3/6 – Council Workshop (Tentative), 6:30 3/15 – City Council Meeting, 7 pm
<u>April</u>	<u>May</u>	<u>June</u>
4/3 – Council Workshop (Tentative), 6:30 4/5 – City Council Meeting, 7 pm 4/19 – City Council Meeting, 7 pm	5/1 – Council Workshop (Tentative), 6:30 5/3 – City Council Meeting, 7 pm 5/17 – City Council Meeting, 7 pm 5/28 – Memorial Day, City Offices Closed	6/5 – Council Workshop (Tentative), 6:30 6/7 – City Council Meeting, 7 pm 6/21 – City Council Meeting, 7 pm
<u>July</u>	<u>August</u>	<u>September</u>
7/3 – Council Workshop (Tentative), 6:30 7/4 – Independence Day, City Offices Closed Parade, Fireworks 7/5 – City Council Meeting, 7 pm 7/19 – City Council Meeting, 7 pm	8/2 – City Council Meeting, 7 pm 8/7 – Council Workshop (Tentative), 6:30 8/16 – City Council Meeting, 7 pm	9/3 – Labor Day, City Offices Closed 9/4 – Council Workshop (Tentative), 6:30 9/6 – City Council Meeting, 7 pm 9/20 – City Council Meeting, 7 pm

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

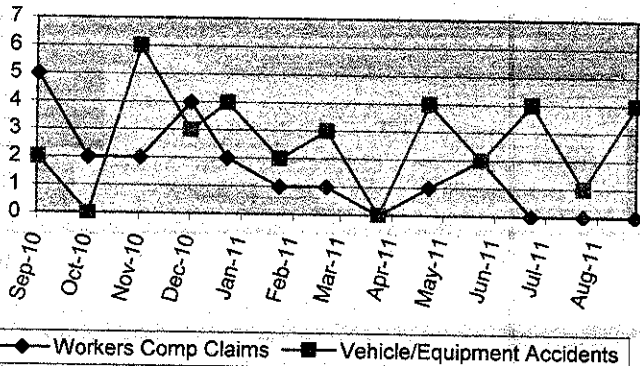
Updated 10/14/2011

Administrative Services

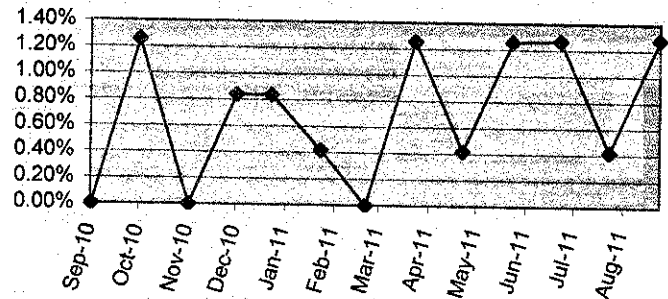
Monthly Report

Human Resources & Risk Management

Workers Comp Claims & Vehicle/Equipment Accidents



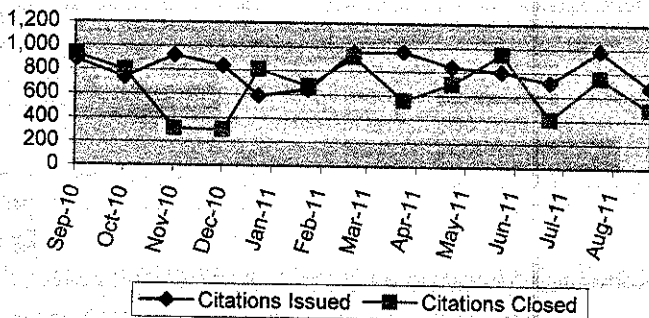
Employee Turnover Rate



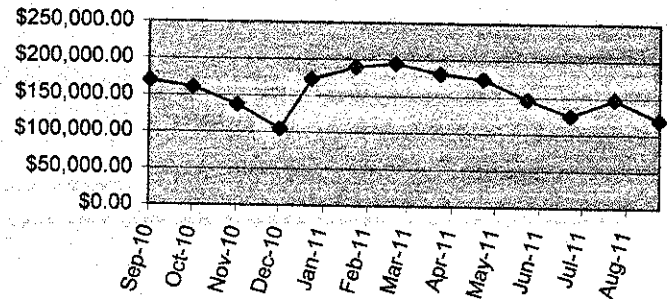
NOTE: The 22 terminations YTD for FY 2011 include seven retirements.

Municipal Court

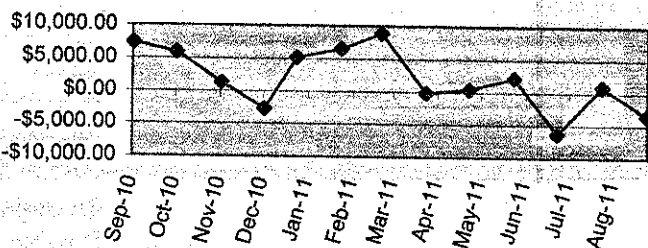
Citations Issued vs Closed



Fines Assessed*



Jail Fund Balance
\$120,844.54
as of August 31, 2011**



* Approximately 33% of the Municipal Court Fines Collected reflect mandated add-ons that pass through to State and other agencies. The monies reflected above are not the actual revenues received; for revenue received, please refer to Financial Services report "General Fund Revenues Received: Fines & Forfeitures"

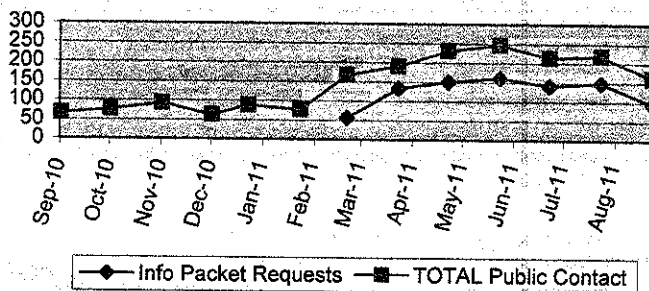
** A positive Jail Fund Balance reflects a credit with the County based on jail fees paid versus number of prisoners housed

Administrative Services

Monthly Report

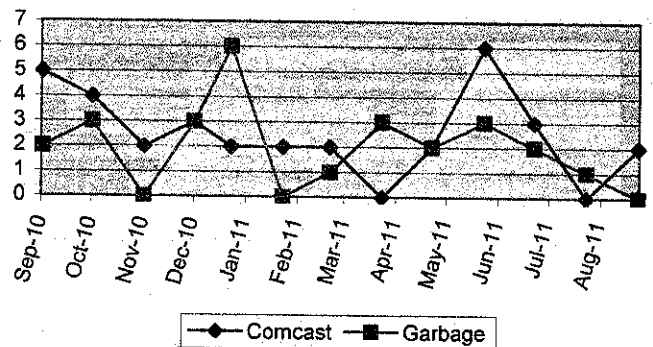
Public Information

Public Contact / Comments / Questions



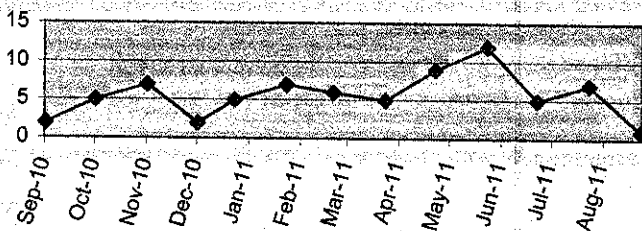
NOTE: Packet Request form added to web site 3/21/2011

Complaints by Type



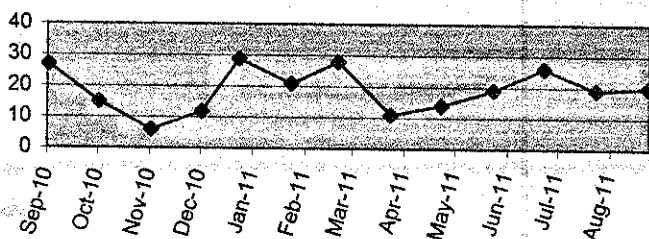
NOTE: Comcast spike in August 2010 partially related to digital conversion.

Open Records / Discovery Requests

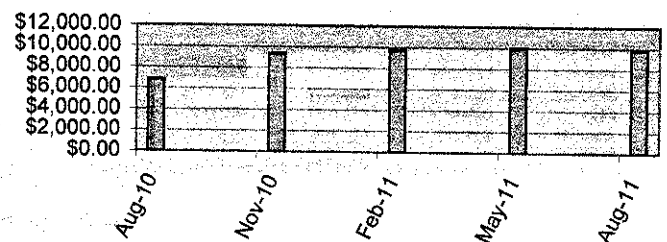


City Clerk

New Businesses Registered

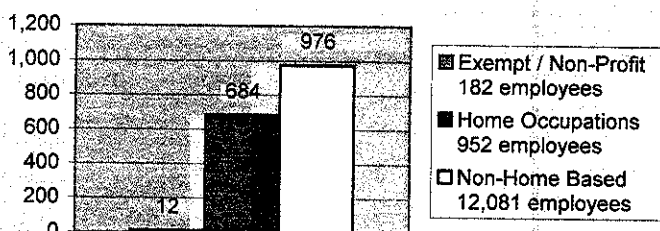


Sanitation Franchise Fees



NOTE: August 2010 fees reflect an adjustment due to a 4-month payment in February

Registered Businesses
September 30, 2011



Total Registered Businesses:

1,672

Total Employment from Registered

13,215

Top 10 Employers by # of employees:

1. NCR
2. Cooper Lighting
3. Panasonic
4. Hoshizaki
5. Wal-Mart
6. Kroger (Kedron)
7. Kroger (Braelinn)
8. World Airways
9. Alenco
10. Randstad

Code Enforcement Monthly Report September 2011

Case Types	New Cases	Notice of Violations		Citations	Unfounded
		Reactive	Proactive		
Cleanliness of Premises (Grass)	30	1	29	1	0
Cleanliness of Premises (Trash)	19	4	14	0	1
Cleanliness of Premises (Automobiles)	17	1	15	0	1
Parking Restrictions	28	4	21	0	3
Accessory Use to Dwellings	23	3	19	0	1
Signs Violations	16	0	15	0	1
Rehabs	0	0	0	0	0
Miscellaneous	28	5	22	0	1
Subtotals		18	135		
TOTALS	161	153		1	8

Signs Confiscated

93

Tree Removal Permits Processed

107

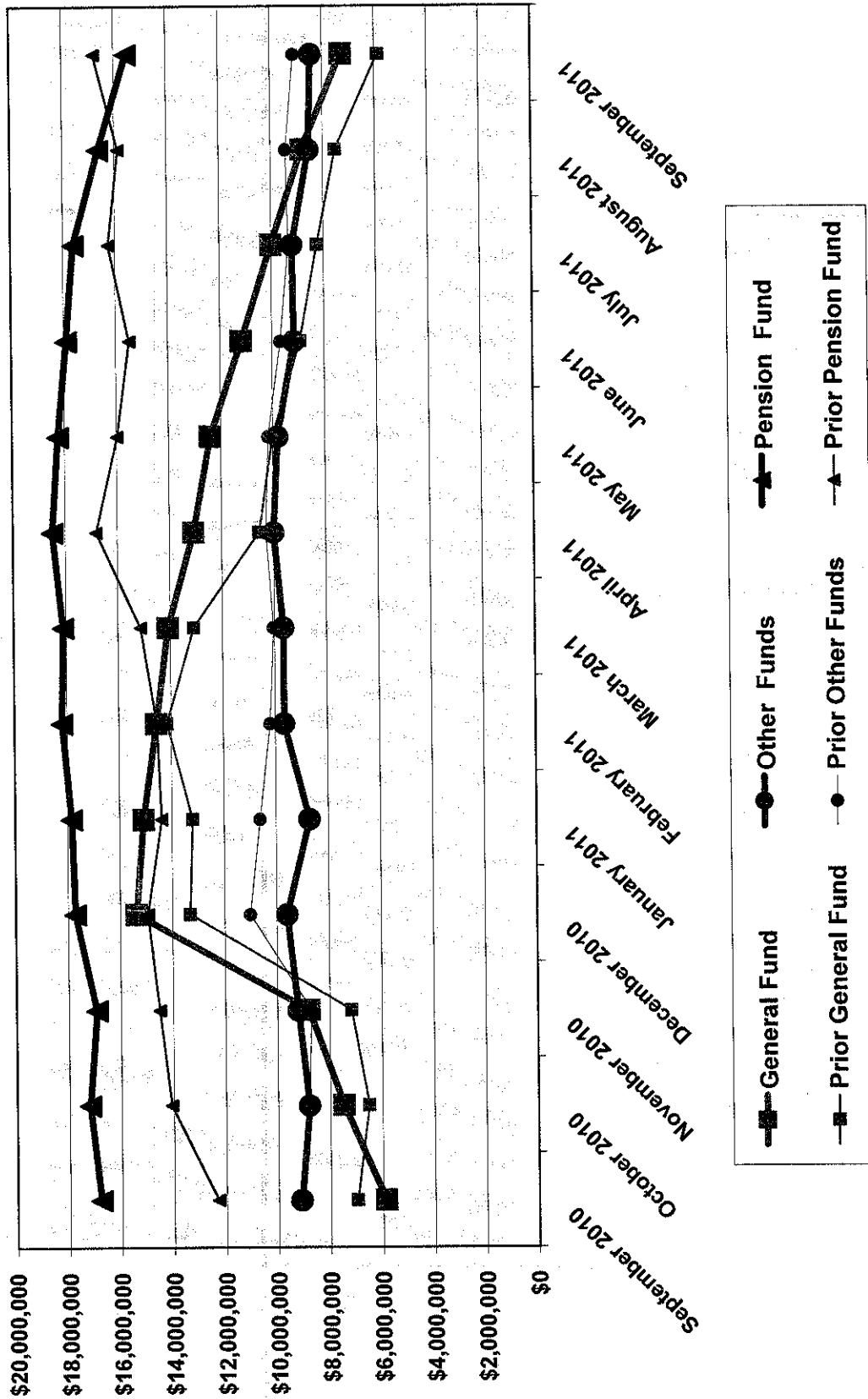
Total Trees

663

Parks Monitor Monthly Report September 2011

Activity	Count
Citizen Requests	3
Parks Checked	624
Safety Hazards Reported	5
Warnings Issued	2
Citations Issued	0

CITY OF PEACHTREE CITY
FISCAL YEAR 2011 (with prior year comparison and current year estimates)
MONTHLY ENDING CASH/INVESTMENT BALANCES
(UNAUDITED)



Note: Other Funds include Special Revenue Funds, Capital Projects Funds, Debt Service Funds, Proprietary Funds (including the Stormwater Utility Fund), and Agency Funds.

**CITY OF PEACHTREE CITY
MONTHLY REPORT
GENERAL FUND AND HOTEL/MOTEL TAX FUND
BUDGET COMPARISON (UNAUDITED)
FOR THE TWELVE MONTHS ENDED SEPTEMBER 30, 2011**

PERCENTAGE OF BUDGET YEAR COMPLETED 100.0% (ACTUAL TRANSACTIONS STILL PENDING)

GENERAL FUND REVENUES BY MAJOR CATEGORIES				
Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
General Property Taxes	\$ 11,725,013	\$ 11,768,674	\$ 43,661	100.37%
Franchise Taxes	2,554,036	2,523,999	(30,037)	98.82%
Local Option Sales Tax	6,587,035	6,472,926	(114,109)	98.27%
Other Sales & Use Taxes	691,547	695,105	3,558	100.51%
Business Taxes	2,174,768	2,149,029	(25,739)	98.82%
Licenses & Permits	691,371	726,898	35,527	105.14%
Intergovernmental/Grants	356,050	350,584	(5,466)	98.46%
Charges for Services - Other	887,698	923,743	36,045	104.06%
EMS Billings	513,625	551,814	38,189	107.44%
Fines & Forfeitures	1,151,239	1,350,796	199,557	117.33%
Investment Income	64,417	50,418	(13,999)	78.27%
Donations	13,914	610	(13,304)	4.38%
Other Revenue	114,667	115,030	363	100.32%
Other Financing Sources	335,421	340,262	4,841	101.44%
Total General Fund Revenues	\$ 27,860,801	\$ 28,019,888	\$ 159,087	100.57%
Surplus Carryover	(1,012,954)			
Total General Fund	\$ 26,847,847			

GENERAL FUND EXPENDITURES BY DIVISION AND/OR TYPE				
Division and/or Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Executive Services	\$ 285,367	\$ 313,733	\$ (28,366)	109.94%
Administrative Services	1,174,593	1,089,893	84,700	92.79%
Financial Services	1,001,731	966,270	35,461	96.46%
Police Services/Code Enforcement	6,176,051	6,087,957	88,094	98.57%
Fire/EMS Services	5,872,345	5,886,117	(13,772)	100.23%
Public Works	3,161,634	3,073,102	88,532	97.20%
Leisure Services	3,969,857	3,784,146	185,711	95.32%
Community Development Services	1,034,233	1,013,698	20,535	98.01%
Tourism Activity	99,135	110,508	(11,373)	111.47%
Non-Divisional:				
Unemployment Insurance	15,000	(3,943)	18,943	-26.29%
Council Contingency	-	-	-	0.00%
Non-Profit Organizations	23,130	23,130	-	100.00%
Transfer to Development Authority	-	-	-	0.00%
Development Authority Debt Service	919,160	919,159	1	100.00%
Transfers to Other Funds	3,335,133	3,304,198	30,935	99.07%
Liability Insurance	95,540	93,126	2,414	97.47%
Litigation Services	25,000	86,109	(61,109)	344.44%
General Administration/Miscellaneous	19,060	838	18,222	4.40%
Budgeted Savings	(359,122)	-	(359,122)	0.00%
Total General Fund	\$ 26,847,847	\$ 26,748,041	\$ 99,806	99.63%

HOTEL/MOTEL FUND REVENUES				
Description	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Total Hotel/Motel Taxes	\$ 780,667	\$ 862,772	\$ 82,105	110.52%

HOTEL/MOTEL TRANSFERS OUT				
Type	2011 Budget	YTD Actual	Dollar Difference	Percentage To-Date
Transfer to General Fund	\$ 280,222	\$ 287,591	\$ (7,369)	110.52%
Transfer to Tourism Association	520,445	575,181	(54,736)	110.52%
Total Hotel/Motel Transfers Out	\$ 780,667	\$ 862,772	\$ (82,105)	110.52%

CITY OF PEACHTREE CITY
FINANCIAL SERVICES
MONTHLY REPORT
(UNAUDITED)
AS OF SEPTEMBER 30, 2011

SUMMARY OF OVER \$10,000 EXPENDITURES APPROVED BY CITY MANAGER SEPTEMBER 2011			
Description	Vendor	Award	Date
Add'l Labor for Renovations for Comm.Service	SouthTree Enterprises	\$ 14,172.18	09/13/2011
Carpeting for Comm. Services Renovations	Thomas Carpets	18,154.00	09/21/2011

PURCHASING REPORT FOR MONTH ENDED September 30, 2011 AND September 30, 2010		
Activity	Fiscal Year 2011	Fiscal Year 2010
Purchase Orders / Requisitions Processed	142	154
City Store Requisitions Processed	12	14
Sealed Bids Requested	2	3
Requests for Proposals	0	1
Bids Awarded	2	2
Requests for Proposals Awarded	2	0
Contracts Prepared	5	0
Electronic Auction	5	0
Fixed Assets Purchased	1	0
Carpet for Comm. Services		

CITY OF PEACHTREE CITY
DONATIONS RECEIVED
SEPTEMBER 2011

POLICE

Kiwanis Club of Peachtree City

CERT

1,000.00

TOTAL MONTH OF SEPTEMBER 2011

\$1,000.00

PEACHTREE CITY FIRE/RESCUE

MONTHLY REPORT

September 2011

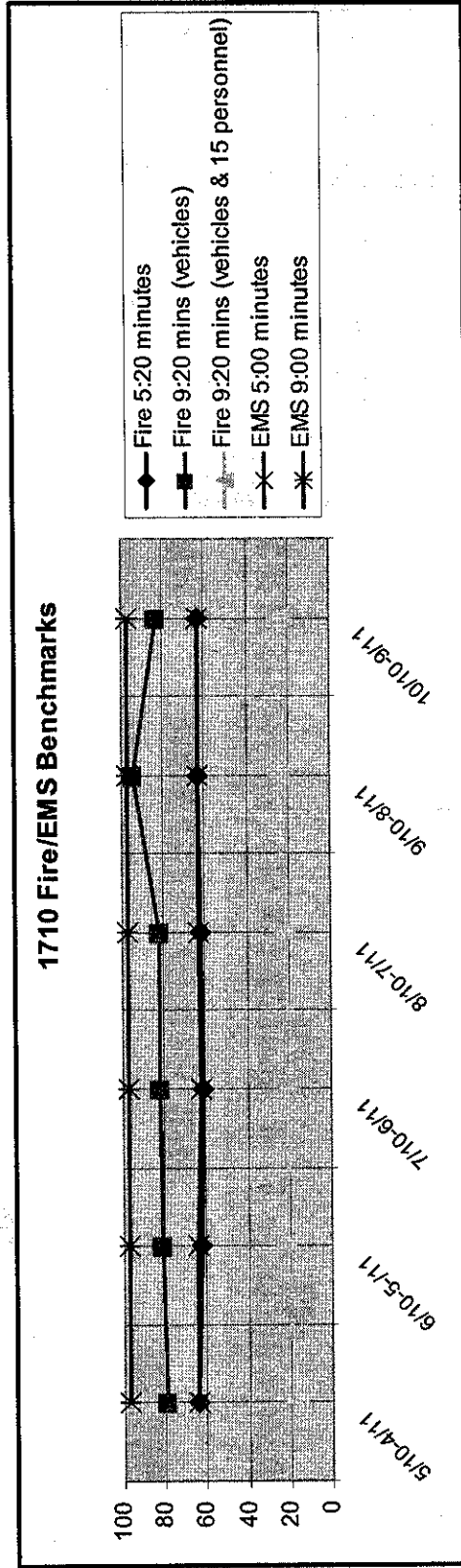
RESPONSE BENCHMARKS (Sept 10 – Aug 11)

A) 62.6% B) 83.0% C) 25% D) 63.8% E) 97.2%

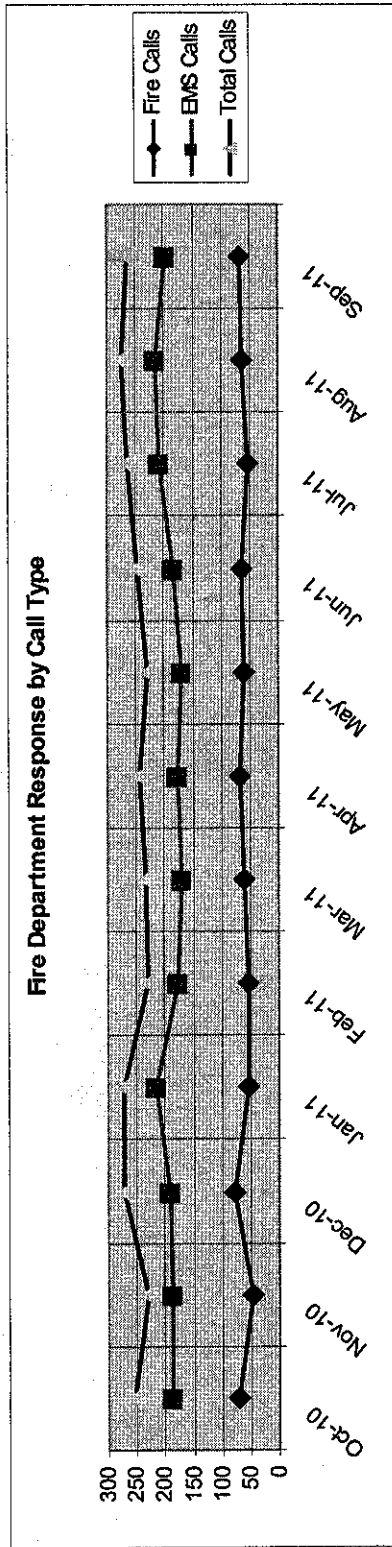
Benchmarks are based on NFPA 1710 Standards as follows:

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

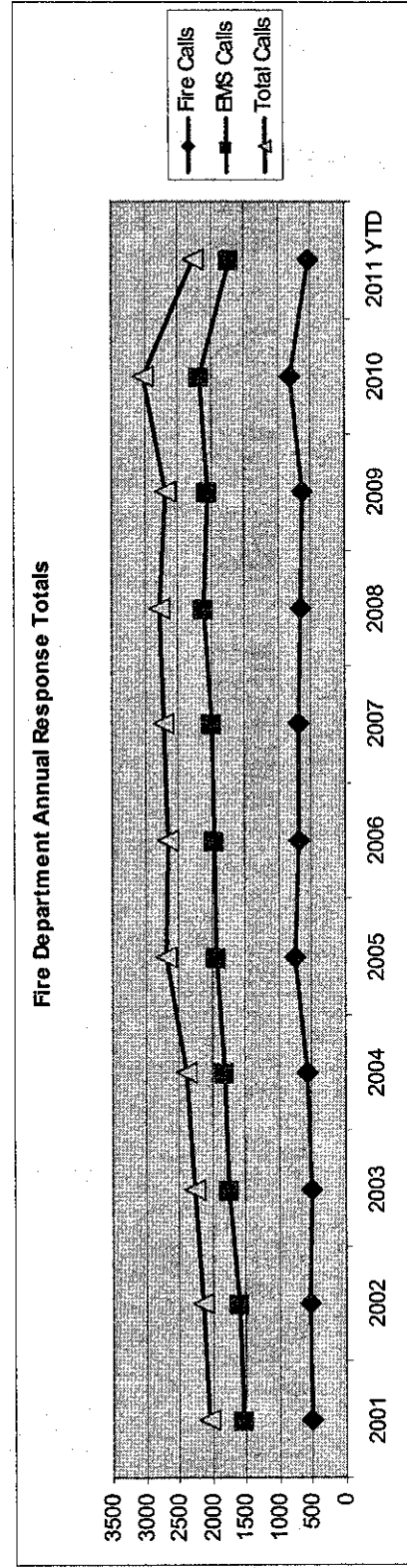
RESPONSE BENCHMARKS (6 MONTH LOOK-BACK)



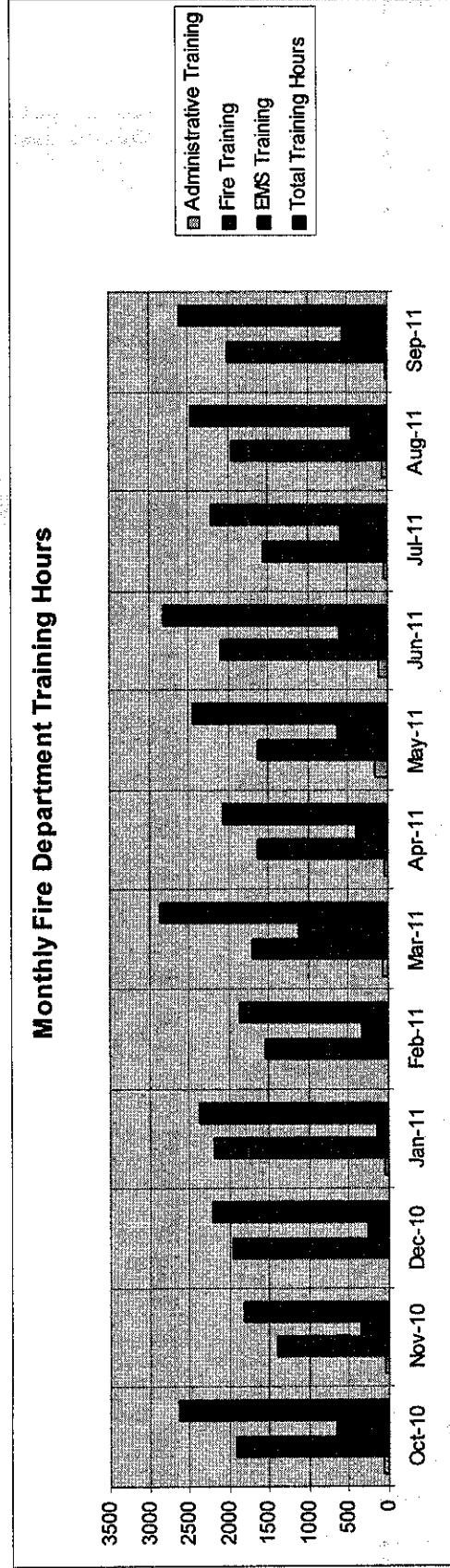
MONTHLY RESPONSES (Last 12 Months)



TOTAL ANNUAL RESPONSES (PAST 10 YEARS)

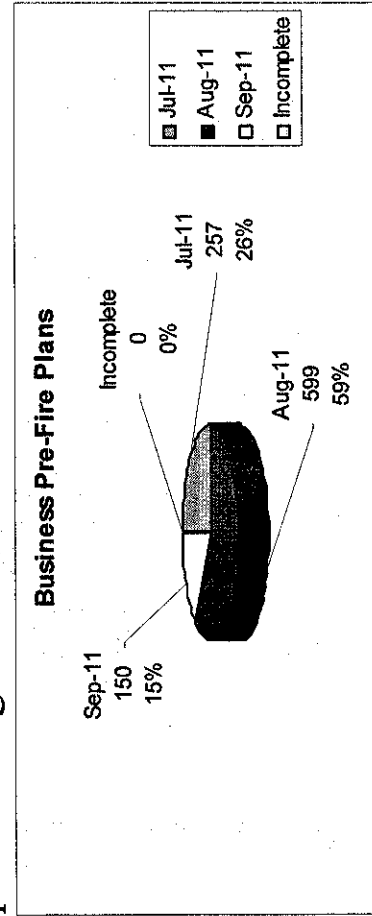


TRAINING HOURS (Last 12 Months)



QUARTERLY FOCUS AREA

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



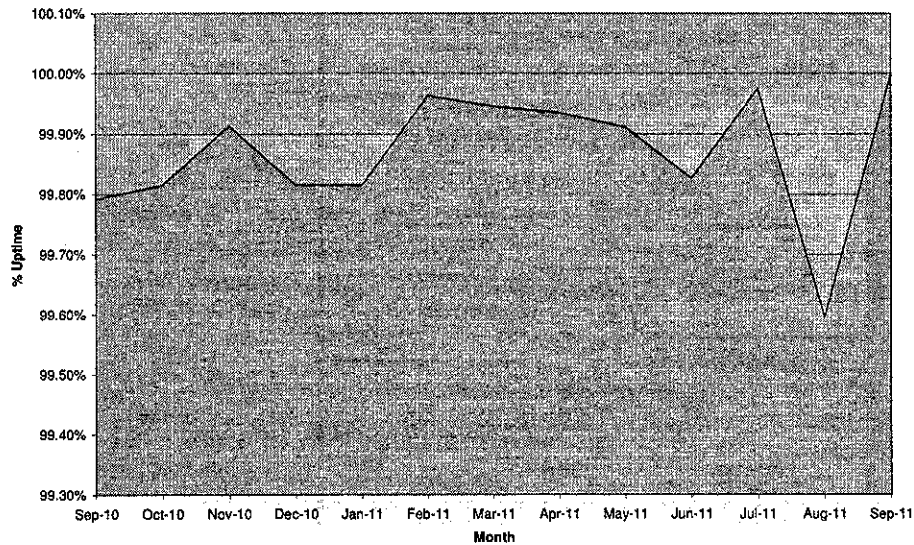
GOALS

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

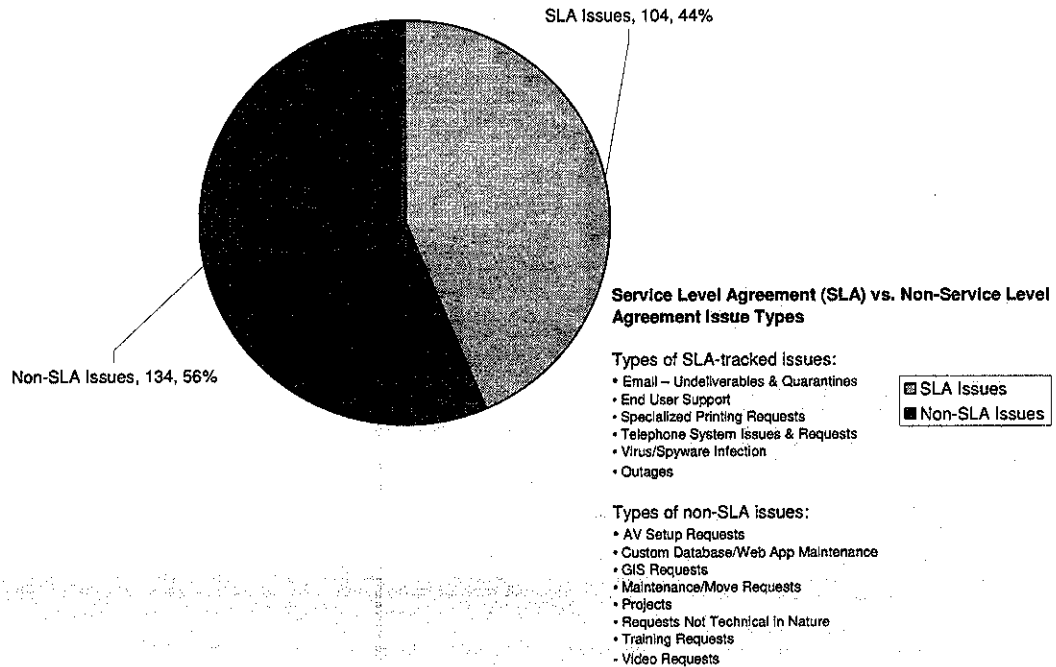
City of Peachtree City
 Information Technology Statistics and Trends
 For Period Ending September 30, 2011
 Report Date – October 11, 2011

Server Uptime and Technology Issue Statistics

Primary Server Uptime - 13 Month Trend

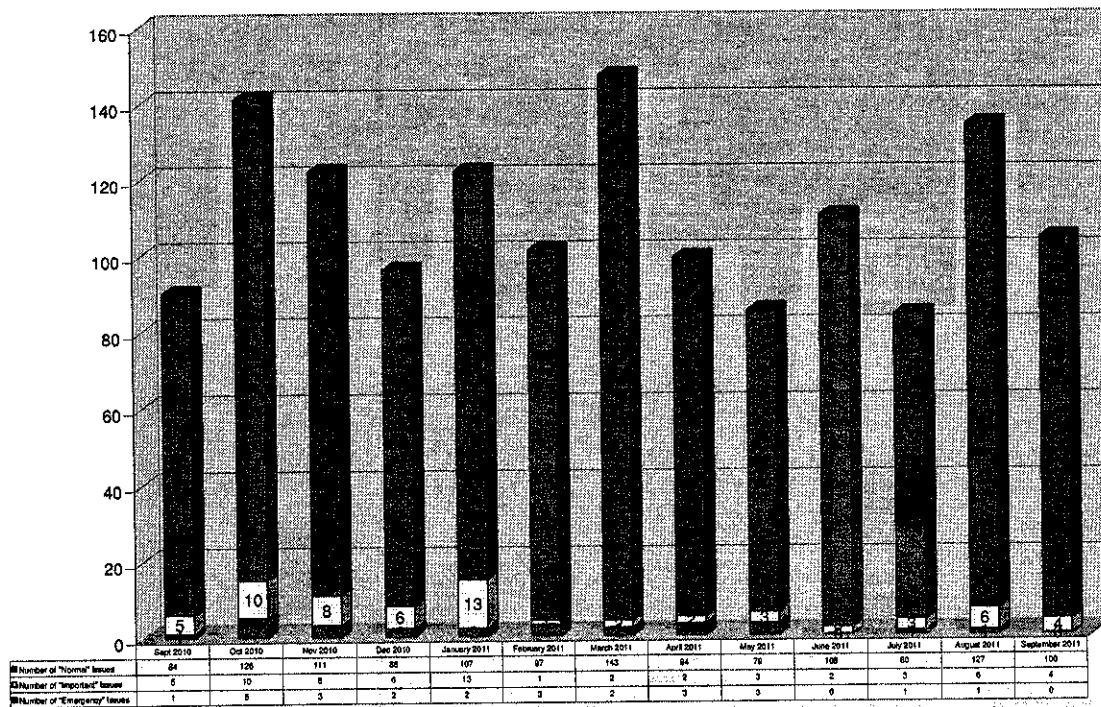


Service Level Agreement (SLA) Issues vs Non-SLA Issues, September 2011

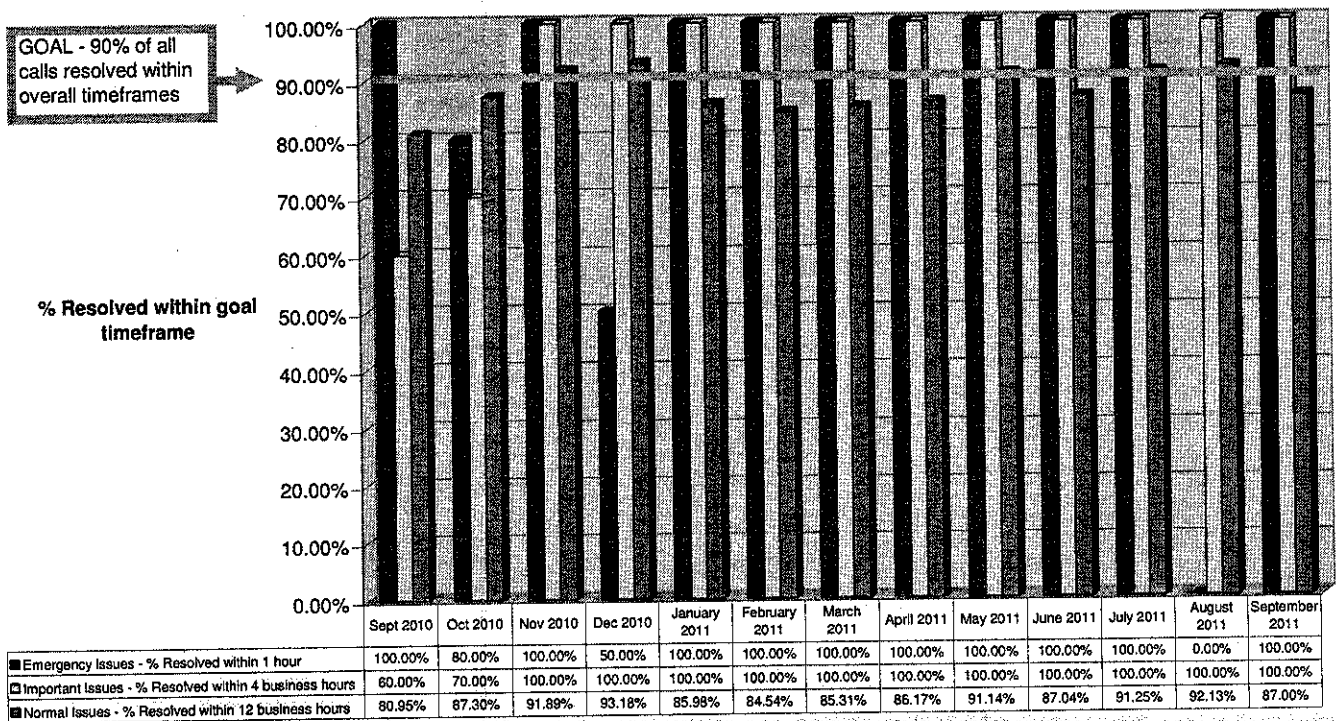


Peachtree City IT Statistics (continued)

Issue Volume by Severity/Impact - SLA Tracked Support Calls - 13 Month Trend

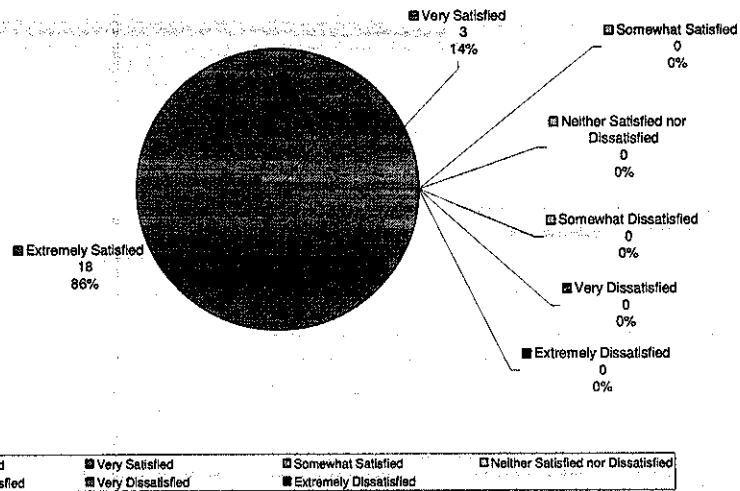


SLA - Call Resolution Goal Analysis - 13 Month Trend



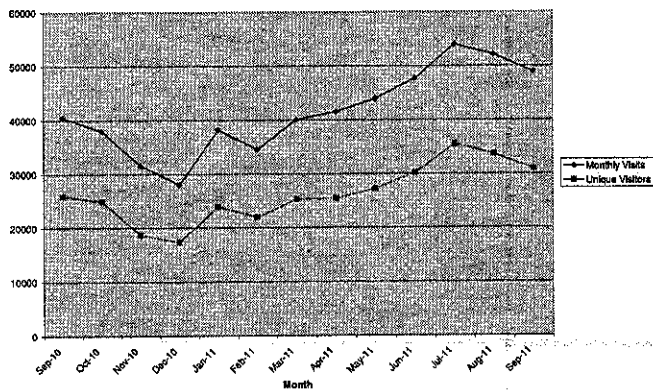
Peachtree City IT Statistics (continued)
End User Satisfaction Statistics

End User Overall Satisfaction - September 2011

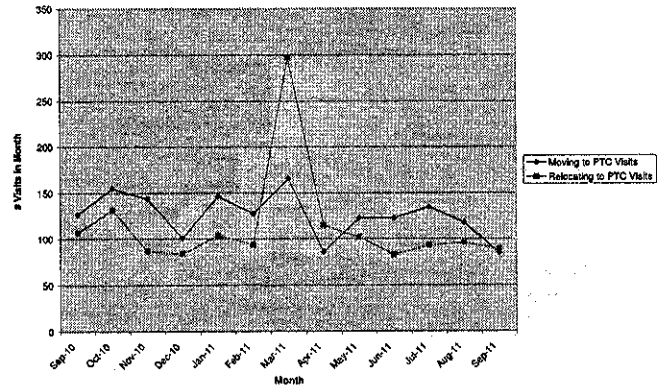


VISITS and VISTORS to <http://www.peachtree-city.org>

Visits and Unique Visitors - 13 Month Trend



Visits to Goal-Oriented Pages - 13 Month Trend



PEACHTREE CITY POLICE DEPARTMENT

2011 MONTHLY REPORT

SEPTEMBER 2011

AUGUST 2011

2011

2010

Calendar Year to Date Calendar Year to Date

PART I CRIMES: Criminal Homicide, Forcible Rape, Robbery, Aggravated Assault, Arson, Motor Vehicle Theft, Theft, Burglary

TOTAL PART I CRIMES	48	78	354	363
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<u>DUI ARRESTS</u>	13	9	129	127
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DRUG ARRESTS: Marijuana, Methamphetamine, Cocaine, Other (opium, heroin, etc)

TOTAL DRUG ARRESTS:	7	9	72	51
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OTHER ARRESTS

PROPERTY CRIMES	10	15	134	172
PERSON CRIMES	7	4	46	61
CITY ORDINANCES	47	32	391	480
TRAFFIC OFFENSES	26	30	228	304
OTHER	19	29	306	440

<u>CALLS ANSWERED:</u>	6,263	6,234	52,002	42,132
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TRAFFIC:

CITATIONS ISSUED	656	976	7,322	8,102
WARNINGS	831	1,081	8,959	9,033
ACCIDENTS	94	84	793	776

TOP 5 ACCIDENT LOCATIONS – MONTH

HWY 54 / HWY 74	5
HWY 54 / PLANTERRA WAY	4
HWY 74 / CROSSTOWN	4
HWY 54 / HUDDLESTON	3
HWY 74 / HOLLY GROVE	2

Public Works Monthly Reports

Activity Description	Unit	September-11	FY2011 YTD	Annual Goal
General				
Average time to complete vandalism repairs once notified	Days	1.0	1.0	3
Average time to respond to a citizen complaint and assign action	Days	1.2	7.0	5
Streets				
Street Patching	Hrs.	0	1,788	2,500
Street Crack Sealing	Hrs.	84	244	435
Street General Maintenance	Hrs.	210	5,279	2,000
Storm Water Maintenance	Hrs.	230	4,067	12,480
Cart Paths				
Cart Path Paving	Ft.	0	14,864	21,000
Cart Path Litter Removal	Hrs.	56	1,947	1,250
Time to remove trees on paths once reported	Days	2.0	1.9	2
Cart Path Drainage Maintenance	Hrs.	27	2,312	1,450
Cart Path General Maintenance	Hrs.	130	7,014	3,250
Signs				
Average time to respond to traffic sign maintenance issues	Days	1.0	0.9	2
Signs Changed over to new reflectivity and mixed letter standard (completion date 2018)	Each	30	250	500
Fleet Maintenance				
Time for contractor to remove trees once notified	Days	2.5	2.1	3
Time for landscaping and mowing contractor to fix an issue once notified	Days	2.5	2.3	2
Time for contractor to remove dead animals and debris for road once notified.	Days	1.0	1.0	1
Average time to complete a preventative maintenance on a Light Car/Truck	Hrs	3.4	3.6	3

Average time to complete a preventative maintenance on a Heavy Truck	Hrs	N/A	4.5	6
Average time to complete a preventative maintenance on a Heavy Equipment	Hrs	4.0	2.6	6
Ratio of time spent on preventative maintenance versus other repair items		.55 TO 1	0	2 to 1

Note: General maintenance line items include activities not included in paving operations. These include but are not limited to storm clean up, litter removal, curb repair etc.

**CITY OF PEACHTREE CITY
RECREATION & LIBRARY REVENUE
AS OF SEPTEMBER 30, 2011
WITH COMPARISONS TO SEPTEMBER 30, 2008, 2009, & 2010**

	ACTUAL THRU SEPTEMBER			ORIGINAL BUDGET FY 2011	BUDGET ADJUSTMENTS	CURRENT BUDGET FY 2011	ACTUAL THRU SEPTEMBER 2011
	2008	2009	2010				
<u>RECREATION REVENUE</u>							
Program Fees - Recreation	\$ 182,574	\$ 199,389	\$ 171,077	\$ 187,533	\$ -	\$ 187,533	\$ 180,687
Programs Fees - Kedron	156,970	144,661	168,719	130,116	-	130,116	189,850
Program Fees - Gathering Place	30,069	27,787	23,258	26,105	-	26,105	21,216
Facility Rental - Recreation	8,870	6,535	8,655	9,612	-	9,612	10,041
Facility Rental - Kedron	3,330	5,201	9,284	7,169	-	7,169	10,597
Facility Rental - Gathering Place	8,192	8,373	10,526	5,676	-	5,676	10,310
Program Fees - Pool Revenue	99,417	106,677	137,925	135,660	-	135,660	135,978
Program Fees - Rec Pool Revenue	13,235	15,615	15,299	34,650	-	34,650	10,767
<u>LIBRARY REVENUE</u>							
Library Fines & Fees	49,146	45,374	44,156	45,030	-	45,030	44,781
	\$ 551,803	\$ 559,612	\$ 588,899	\$ 581,551	\$ -	\$ 581,551	\$ 614,227

Recreation Programming notes- The Gathering Place: reserved for a wedding on the 10th with roughly (100) people in attendance, hosted two Free Seminars called "Call To Action Series" on the 13th and the 27th with close to (20) participants in attendance for each, new "Bricks for Kids" programming at the annex with positive feedback. Glenloch: zumba classes at Glenloch are full with between (3- 5) city employees participating and taking advantage of available employee discounts, Glenloch pool has been open as an option for residents since Kedron pools have been closed for construction. Kedron: Both pools closed on the 6th for construction of the new grade beam and installation of the new bubble, new acting class began this month with (6) children enrolled as well as a new chair aerobics class designed for the participants who take aquatics classes, current programming produced (150) participants in eleven other existing classes for the month at Kedron.

Special Events- "Shakerag Arts and Crafts Festival" held at Shakerag Knoll on the 17th and 18th. We had (121 vendors participating) and generated \$11,571.55 in net revenues. Attendance for the two day festival was estimated in the thousands.

"Promise Place Walk" held at the City Hall Plaza on the 30th. The library closed earlier to accommodate this event and the participation numbers were up this year from last year. The Recreation and Special Events Dept. coordinated usage of tables, chairs, trash cans, barrels and barricades in conjunction with the Public Works Dept.

Library- The library finished out FY11 with 476,476 items circulated. The door counter logged over 250,000 visits in FY11, a record for the library. eBooks continue to grow in popularity with over 800 downloads in September. Library volunteers logged over 3,700 hours in FY11, another record.

PEACHTREE CITY CONVENTION & VISITORS BUREAU ATTENDANCE RECORD

2 Year Term (unless specified below)

Term of Appointment

October-11

Report Date: Month Year

Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Kai Wolter 07/15/2010 - 12/31/11	10	10	10	0		100%
Mark Ballard Until no longer Recreation Commission Chairman	10	10	10	0		100%
Sherri Smith Brown 7/15/10 - 12/31/11	10	10	10	0		100%
Tim Dunlap 1/1/2011 - 12/31/2012	10	10	5	5	10/20/2010 11/15/2010 01/19/2011 05/18/2011 09/21/2011	50%
Don Haddix 1/1/11 - 12/31/11	10	6	6	0		100%
Bill Rial 1/1/11 - 12/31/2012	10	10	7	3	07/21/2010 04/20/2011 09/21/2011	70%
Becky She 7/15/10 - 12/31/11	10	10	7	3	11/15/2010 3/19/2011 04/20/2011	70%

PLANNING COMMISSION ATTENDANCE RECORD

3-Year Term

September 2011

Term of Appointment

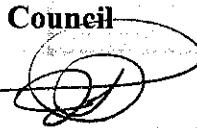
Report Date: Month Year

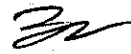
Name & Term Length (start/end)	Meetings Held Past 12 Months	# of Meetings Member Eligible to Attend	# Meetings Attended	# Meetings Absent	Meeting Dates Absent	Percentage Attendance
Patrick Staples 10/01/96 - 9/30/12	15	15	15	0		100%
Lynda Wojcik 02/23/09 - 9/30/13	15	15	14	1	03/21/2011	93%
Horace Batiste APPOINTED TO FULFILL LARRY SUSSBERG'S UNEXPIRED TERM 10/07/10 - 9/30/11	15	14	11	3	03/21/2011, 08/08/2011, 09/22/2011	79%
David Conner 10/07/10 - 9/30/13	15	13	12	1	06/13/2011	92%
Frank Destadio APPOINTED TO FULFILL JOE FRAZAR'S UNEXPIRED TERM 4/21/11 - 9/30/12	15	6	4	2	07/11/2011, 08/08/2011	67%

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 

FROM: Financial Services Director 
Public Services Director 

DATE: September 29, 2011

SUBJECT: Pilot Program for Vehicle Lease and Maintenance

October 6, 2011 City Council Meeting

Recommendation:

Approve the attached agreement with Enterprise to provide vehicle lease and maintenance services, based on state contract.

Discussion:

City staff has been researching the possibility of gaining efficiencies and cost savings through utilizing a new approach to vehicle acquisition and maintenance. Several vehicle leasing firms are now offering arrangements that also include performance of maintenance on vehicles that they lease. Enterprise Leasing offers such services and currently holds the state contract for the State of Georgia. Therefore, city staff is recommending that we start with a relatively small sample of six vehicles to evaluate this program. In the process, the city also seeks to evaluate the amount and types of vehicles we are currently utilizing in the city fleet and determine if efficiencies can be gained by either reducing the number of vehicles and/or changing the types of vehicles to more closely suit what they are used for. Some of the other anticipated benefits that staff anticipates and intends to evaluate include:

- Increased resale value of vehicles we own by taking them out of service sooner and replacing them with a leased vehicle
- Decreased maintenance costs due to not keeping owned vehicles as long as we have been
- Decreased cost of converting used police vehicles for civilian use
- Increased ability of city mechanics to provide core service functions on public safety vehicles and other essential equipment
- Decreased fuel costs by leasing more fuel efficient vehicles
- Decreased administrative burden (managing tags, titles, fixed asset records, etc.)

The program offered by Enterprise does not include leases for emergency/pursuit vehicles due to liability concerns for those types of vehicles (which would also increase lease cost and impact the estimated savings calculations). There are other companies that deal with emergency vehicle leasing that we may also evaluate at a later date. However, public safety vehicles that are *not* used for pursuit, such as command vehicles, may be evaluated as part of the pilot program with Enterprise if we chose to expand the program from the initial seven vehicles. Attached is a list of the seven vehicles that we wish to use in the initial evaluation.

The contract with Enterprise has been reviewed by Ted Meeker and city staff.

Budgetary Impact:

The full budgetary impact is to be determined, based on the outcome of the pilot program. Initially, the city will need to appropriate \$30,000 for the unbudgeted vehicle leases, but as mentioned above, we anticipate that some of these costs will be offset by the other economic gains enumerated in this memo.

Current Vehicle			Suggested Replacement
3064	2001 F-250 SD	PW	Ford F-250 Gas
3044	1999 F250	PW	Ford F-150
5000	1998 FORD RANGER XLT	REC	Ford Ranger
5007	1996 FORD F 250	REC	Ford F-250 Gas
5009	1999 FORD F 250	REC	Ford F-150
5010	1994 FORD F 250	REC	Ford F-150
1005	2004 Ford Explorer	CITY MANAGER	Ford Fusion SE



City of Peachtree City, GA - Pilot Leasing Budget

Qty	Vehicle Type	Yr	Make	Model	Series	Term	Annual Miles	Monthly Payment	FMX	Total Monthly Budget Qty	Total Annual Budget Qty
1	Mid-size Sedan	2012	Ford	Fusion	SE	60	10,000	\$ 283.93	\$ 32.73	\$ 316.66	\$ 3,799.92
1	Compact Pickup Extd Cab 4x2	2012	Nissan	Frontier	S	60	10,000	\$ 253.97	\$ 32.73	\$ 286.70	\$ 3,440.40
2	1/2 Ton Pickup Reg Cab 4x2 (V8)	2012	Ford	F150	XL	60	10,000	\$ 273.68	\$ 34.29	\$ 615.94	\$ 7,391.28
1	1/2 Ton Pickup Reg Cab 4x2 (V6)	2012	Ford	F150	XL	60	10,000	\$ 260.54	\$ 34.29	\$ 294.83	\$ 3,537.96
2	3/4 Ton Pickup Reg Cab 4x2 (gas)	2012	Ford	F250	XL	60	10,000	\$ 314.55	\$ 36.81	\$ 702.72	\$ 8,432.64

Annual Budget \$ 26,602.20
Total 5 Yr Budget \$ 133,011.00

- * Lease Rates are based on 2012 Factory Ordered Pricing
- * Lease Rates do not include any additional aftermarket or upfit
- * Allow 8 - 12 weeks for delivery of vehicles
- * Full Maintenance includes 1 set of brakes (axle) and no tires. Maintenance can be customized based on needs

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2011 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2011 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and City of Peachtree ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

INDEMNITY: To the extent permitted by Georgia law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Georgia law.

Section 19 of the Master Equity Lease Agreement is amended with the following additional paragraph:

NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the Georgia State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the City of Peachtree City to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. To the extent permitted by Georgia law, Lessor reserves the right to bill for any losses due to early termination of this agreement due to the non-appropriation of funds.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Georgia (determined without reference to conflict of law principles).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of ____, 2011.

City of Peachtree (Lessee)

By _____

Title: _____

Enterprise FM Trust (Lessor)

By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

Title: _____

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this fourteenth day of September, 2011, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$5,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c)

shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: City of Peachtree City

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc., its attorney in fact

By: Paul Salvatore
Title: Financial Services Director

By: Robert P. Landry
Title: Vice President

Address: 151 Willowbend Road
Peachtree City, GA 30269

Address: 5909 Peachtree Dunwoody Rd
Atlanta, GA 30328

Date Signed: _____

Date Signed: _____

MAINTENANCE AGREEMENT

This Maintenance Agreement (this "Agreement") is made and entered into this twenty-ninth day of September, 2011, by Enterprise Fleet Management, Inc., a Missouri corporation ("EFM"), and City of Peachtree City ("Lessee").

WITNESSETH

1. **LEASE.** Reference is hereby made to that certain Master Equity Lease Agreement dated as of the twenty-ninth day of September, 2011, by and between Enterprise FM Trust, a Delaware statutory trust, as lessor ("Lessor"), and Lessee, as lessee (as the same may from time to time be amended, modified, extended, renewed, supplemented or restated, the "Lease"). All capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Lease.

2. **COVERED VEHICLES.** This Agreement shall only apply to those vehicles leased by Lessor to Lessee pursuant to the Lease to the extent Section 4 of the Schedule for such vehicles includes a charge for maintenance (the "Covered Vehicle(s)").

3. **TERM AND TERMINATION.** The term of this Agreement ("Term") for each Covered Vehicle shall begin on the Delivery Date of such Covered Vehicle and shall continue until the last day of the "Term" (as defined in the Lease) for such Covered Vehicle unless earlier terminated as set forth below. Each of EFM and Lessee shall each have the right to terminate this Agreement effective as of the last day of any calendar month with respect to any or all of the Covered Vehicles upon not less than sixty (60) days prior written notice to the other party. The termination of this Agreement with respect to any or all of the Covered Vehicles shall not affect any rights or obligations under this Agreement which shall have previously accrued or shall thereafter arise with respect to any occurrence prior to termination, and such rights and obligations shall continue to be governed by the terms of this Agreement.

4. **VEHICLE REPAIRS AND SERVICE.** EFM agrees that, during the Term for the applicable Covered Vehicle and subject to the terms and conditions of this Agreement, it will pay for, or reimburse Lessee for its payment of, all costs and expenses incurred in connection with the maintenance or repair of a Covered Vehicle. This Agreement does not cover, and Lessee will remain responsible for and pay for, (a) fuel, (b) oil and other fluids between changes, (c) tire repair and replacement, (d) washing, (e) repair of damage due to lack of maintenance by Lessee between scheduled services (including, without limitation, failure to maintain fluid levels), (f) maintenance or repair of any alterations to a Covered Vehicle or of any after-market components (this Agreement covers maintenance and repair only of the Covered Vehicles themselves and any factory-installed components and does not cover maintenance or repair of chassis alterations, add-on bodies (including, without limitation, step vans) or other equipment (including, without limitation, lift gates and PTO controls) which is installed or modified by a dealer, body shop, upfitter or anyone else other than the manufacturer of the Covered Vehicle, (g) any service and/or damage resulting from, related to or arising out of an accident, a collision, theft, fire, freezing, vandalism, riot, explosion, other Acts of God, an object striking the Covered Vehicle, improper use of the Covered Vehicle (including, without limitation, driving over curbs, overloading, racing or other competition) or Lessee's failure to maintain the Covered Vehicle as required by the Lease, (h) roadside assistance or towing for vehicle maintenance purposes, (i) mobile services, (j) the cost of loaner or rental vehicles or (k) if the Covered Vehicle is a truck, (i) manual transmission clutch adjustment or replacement, (ii) brake adjustment or replacement or (iii) front axle alignment. Whenever it is necessary to have a Covered Vehicle serviced, Lessee agrees to have the necessary work performed by an authorized dealer of such Covered Vehicle or by a service facility acceptable to EFM. In every case, if the cost of such service will exceed \$50.00, Lessee must notify EFM and obtain EFM's authorization for such service and EFM's instructions as to where such service shall be made and the extent of service to be obtained. Lessee agrees to furnish an invoice for all service to a Covered Vehicle, accompanied by a copy of the shop or service order (odometer mileage must be shown on each shop or service order). EFM will not be obligated to pay for any unauthorized charges or those exceeding \$50.00 for one service on any Covered Vehicle unless Lessee has complied with the above terms and conditions. EFM will not have any responsibility to pay for any services in excess of the services recommended by the manufacturer, unless otherwise agreed to by EFM. Notwithstanding any other provision of this Agreement to the contrary, (a) all service performed within one hundred twenty (120) days prior to the last day of the scheduled "Term" (as defined in the Lease) for the applicable Covered Vehicle must be authorized by and have the prior consent and approval of EFM and any service not so authorized will be the responsibility of and be paid for by Lessee and (b) EFM is not required to provide or pay for any service to any Covered Vehicle after 100,000 miles.

5. **ENTERPRISE CARDS:** EFM may, at its option, provide Lessee with an authorization card (the "EFM Card") for use in authorizing the payment of charges incurred in connection with the maintenance of the Covered Vehicles. Lessee agrees to be liable to EFM for, and upon receipt of a monthly or other statement from EFM, Lessee agrees to promptly pay to EFM, all charges made by or for the account of Lessee with the EFM Card (other than any charges which are the responsibility of EFM under the terms of this Agreement). EFM reserves the right to change the terms and conditions for the use of the EFM Card at any time. The EFM Card remains the property of EFM and EFM may revoke Lessee's right to possess or use the EFM Card at any time. Upon the termination of this Agreement or upon the demand of EFM, Lessee must return the EFM Card to EFM. The EFM Card is non-transferable.

6. **PAYMENT TERMS.** The amount of the monthly maintenance fee will be listed on the applicable Schedule and will be due and payable in advance on the first day of each month. If the first day of the Term for a Covered Vehicle is other than the first day of a calendar month, Lessee will pay EFM, on the first day of the Term for such Covered Vehicle, a pro-rated maintenance fee for the number of days that the Delivery Date precedes the first monthly maintenance fee payment date. Any monthly maintenance fee or other amount owed by Lessee to EFM under this Agreement which is not paid within twenty (20) days after its due date will accrue interest, payable upon demand of EFM, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate allowed by applicable law. The monthly maintenance fee set forth on each applicable Schedule allows the number of miles per month as set forth in such Schedule. Lessee agrees to pay EFM at the end of the applicable Term (whether by reason of termination of this Agreement or otherwise) an overall average maintenance fee for any miles in excess of this average amount per month at the rate set forth in the applicable Schedule. EFM may, at its option, permit Lessor, as an agent for EFM, to bill and collect amounts due to EFM under this Agreement from Lessee on behalf of EFM.

7. **NO WARRANTIES.** Lessee acknowledges that EFM does not perform maintenance or repair services on the Covered Vehicles but rather EFM arranges for maintenance and/or repair services on the Covered Vehicles to be performed by third parties. EFM MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS, REPAIRS OR SERVICES PROVIDED FOR UNDER THIS AGREEMENT BY THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE WITH SPECIFICATIONS, OPERATION, CONDITION, SUITABILITY, PERFORMANCE OR QUALITY. ANY DEFECT IN THE PERFORMANCE OF ANY PRODUCT, REPAIR OR SERVICE WILL NOT RELIEVE LESSEE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING THE PAYMENT TO EFM OF THE MONTHLY MAINTENANCE FEES AND OTHER CHARGES DUE UNDER THIS AGREEMENT.

8. **LESSOR NOT A PARTY.** Lessor is not a party to, and shall have no rights, obligations or duties under or in respect of, this Agreement.

9. **NOTICES.** Any notice or other communication under this Agreement shall be in writing and delivered in person or sent by facsimile, recognized overnight courier or registered or certified mail, return receipt requested and postage prepaid, to the applicable party at its address or facsimile number set forth on the signature page of this Agreement, or at such other address or facsimile number as any party hereto may designate as its address or facsimile number for communications under this Agreement by notice so given. Such notices shall be deemed effective on the day on which delivered or sent if delivered in person or sent by facsimile, on the first (1st) business day after the day on which sent, if sent by recognized overnight courier or on the third (3rd) business day after the day on which mailed, if sent by registered or certified mail.

10. **MISCELLANEOUS.** This Agreement embodies the entire Agreement between the parties relating to the subject matter hereof. This Agreement may be amended only by an agreement in writing signed by EFM and Lessee. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Lessee may not assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of EFM. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of ~~Missouri~~ ^{Georgia} (without reference to conflict of law principles).

IN WITNESS WHEREOF, EFM and Lessee have executed this Maintenance Agreement as of the day and year first above written.

LESSEE: City of Peachtree City

LESSOR: Enterprise Fleet Management, Inc.

By: Don Haddix
Title: Mayor

By: Robert P. Landry
Title: Vice President

Address: 151 Willowbend Road
Peachtree City, GA 30269

Address: 5909 Peachtree Dunwoody Rd
Atlanta, GA 30328

Attention: _____

Attention: _____

Facsimile No.: _____

Facsimile No.: _____

Date Signed: _____

Date Signed: _____

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Interim Community Services Director 
Financial Services Director 
Assistant Finance Director 
Purchasing Agent  P.S.

FROM: Recreation & Special Events Administrator 

DATE: October 13, 2011

SUBJECT: Bid – Janitorial Services, Kedron Fieldhouse & Aquatic Center
October 20, 2011, City Council Meeting

Recommendation:

That Council award the bid for Janitorial Services at Kedron Fieldhouse & Aquatic Center to Unique Cleaning Service, Inc., in the amount of \$14,403.18, to be taken from General Fund Reserves.

Discussion:

The recent reorganization to the Recreation & Special Events Department relocated the full-time maintenance staff person to the Public Services Division. This position was previously responsible for janitorial services at Kedron Fieldhouse & Aquatic Center.

Staff bid the regular cleaning of the facility on September 16, and held a mandatory pre-bid meeting September 29 (with nine firms attending). Six firms ultimately submitted bids for the project, as follows:

<u>VENDOR</u>	<u>COST/MONTH</u>
Unique Cleaning	\$ 1,309.38 /month
American Fac. Services	\$ 1,600.00 /month
The Service Fort	\$ 2,250.00 /month
D&S Cleaning	\$ 2,800.00 /month
Building Maint Services	\$ 2,995.00 /month
Angel Cleaning	\$ 3,550.00 /month

Unique Cleaning was the low bidder, and their proposal is attached. They perform similar services at the FAA TRACON facility in Peachtree City, which gave the firm a strong recommendation.

Because this item was not included in the original FY 2012 budget, it requires Council approval. Funds are available in the General Fund Reserves. Staff is proposing a November 1 start date, meaning the FY 2012 budget impact will be for 11 months.

Budget Impact:

This item will reduce the General Fund Reserves by \$14,403.18.

Date: 13 October 2011
Kedron Janitorial Services #12-107BKA

City of Peachtree City
Peachtree City Kedron Aquatic Center

Proposal for Janitorial Services

Submitted To:

City of Peachtree City
Purchasing Department
151 Willowbend Road
Peachtree City, GA 30269

Submitted By:

Unique Cleaning Service, Inc.
144 South Ave. SE
Marietta, GA 30060
Cage Code: 1RD07
DUNS: 012839747

NOTICE:

THIS PROPOSAL INCLUDES DATA THAT SHALL NOT BE DISCLOSED OUTSIDE THE GOVERNMENT AND SHALL NOT BE DUPLICATED, USED, OR DISCLOSED - IN WHOLE OR IN PART -FOR ANY PURPOSE OTHER THAN TO EVALUATE THIS PROPOSAL OR QUOTATION. IF, HOWEVER, A CONTRACT IS AWARDED TO THIS OFFEROR OR QUOTER AS A RESULT OF - OR IN CONNECTION WITH - THE SUBMISSION OF THIS DATA THE GOVERNMENT SHALL HAVE THE RIGHT TO DUPLICATE, USE, OR DISCLOSE THE DATA TO THE EXTENT PROVIDED IN THE RESULTING CONTRACT. THIS RESTRICTION DOES NOT LIMIT THE GOVERNMENT'S RIGHT TO USE INFORMATION CONTAINED IN THIS DATA IF IT IS OBTAINED FROM ANOTHER SOURCE WITHOUT RESTRICTION. THE DATA SUBJECT TO THIS RESTRICTION ARE CONTAINED IN ALL SHEETS MARKED WITH THE FOLLOWING LEGEND:

USE OF THE DATA CONTAINED ON THIS PAGE IS SUBJECT TO THE RESTRICTION ON THE TITLE PAGE OF THIS PROPOSAL

**CITY OF PEACHTREE CITY
JANITORIAL SERVICES at KEDRON AQUATIC CENTER
PRICING SHEET**

SUBMITTED BY:
NAME OF FIRM: Unique Cleaning Service, Inc. PHONE: 770-420-7660
AUTHORIZED REP. (Print or type): Willie Sellers, Jr. FAX: 770-423-7050
TITLE President
ADDRESS: 1355 Terrell Mill Rd. Bldg.1482 Ste.200
Marietta, GA 30067
EMAIL: toney@uniqueclean.com
AUTHORIZED SIGNATURE: Willie Sellers Jr
DATE: 10-12-2011

LOCATION

**KEDRON AQUATIC CENTER
202 KEDRON DRIVE**

PROPOSED PRICE PER MONTH

\$ 1,309.38 MONTH

PAST PERFORMANCE REFERENCES

1. FAA ATLANTA LARGE TRACON

- a. Project Title & Contract No.: FAA Atlanta Large TRACON; DTFASO-08-C-00012
- b. Client Name, Address, Phone Number, Contact Person:
 - DOT/Federal Aviation Administration
 - 784 GA Highway 74 South
 - Peachtree City, GA 30269
 - (678) 364-6073
 - David Nebel, COTR**
- c. Scope of Work:

Janitorial services for the Atlanta TRACON consists of 85,985 square feet of daily and periodic cleaning which includes restroom cleaning, exterior grounds policing, floor maintenance(strip & wax), carpet shampooing, and window cleaning. This facility is serviced by the contractor's site supervisor and a staff of three janitors. Duties are performed seven days per week in which the janitors follow task checklists developed from contract specifications. In addition, periodic services are performed as required. All work performed is notated in quality control notebooks located in the site supervisor's office. The COTR is provided with a Quality Control notebook listing out all tasks with frequencies to be performed requesting feedback on services completed by cleaning personnel.
- d. Period of Performance: 1 June 2008 – 31 March 2013

PAST PERFORMANCE REFERENCES

2. SMYRNA MARINE CORPS RESERVE CENTER

a. Project Title & Contract No. Smyrna MCRC; N69450-08-C-1257

b. Client Name, Address, Phone Number, NAVFAC Atlantic/Smyrna MCRC
1880 Roswell Street
Smyrna, GA 30080
(678) 655-6139

Contact Person: **SSgt. Edmonds, COTR**

c. Scope of Work: UCS provides janitorial, grounds maintenance, pest control and refuse collection services. The award of the O&M contract for grounds, pest and refuse services resulted from UCS' excellent performance on the janitorial contract. The MRCTC campus consists of 9 buildings covering approximately 10 acres. General cleaning of all buildings includes restroom services, dusting, sweeping/mopping, and vacuuming. Periodic services requirements include stripping/waxing hard surface floors, shampooing carpet and window cleaning.

Grounds maintenance services include mowing, plant bed maintenance, pruning of shrubs/trees, storm drain maintenance, fertilization, policing grounds for debris removal and maintaining a 50-foot swath of fence line extending around the 10-acre campus.

Pest services are provided on a regularly-scheduled basis to all buildings and all service reports are filed with the Marine Corps for uploading into their database.

Refuse services are contracted with a local refuse hauler; any changes or additional services requested by the MCRTC facility manager are arranged immediately through UCS' contract administrative team.

d. Period of Performance: 16 January 2008 – 16 January 2013

PAST PERFORMANCE REFERENCES

3. FAA ATLANTA ARSR

- a. Project Title & Contract No. FAA Atlanta ARSR; DTFASO-10-C-00336
- b. Client Name, Address, Phone Number, Contact Person:
 - DOT/FAA Atlanta ARSR
 - 1890 Roswell Street
 - Smyrna, GA 30080
 - (404) 505-1837
 - SSgt. Edmonds, COTR**
- c. Scope of Work: Contactor provides all basic cleaning services with one employee servicing the facility. Periodic services are performed as required per contract. Facility manager is provided with QC checklist on monthly basis, requesting his feedback on services performed by cleaning personnel.
- d. Period of Performance: 1 April 2010 – 31 March 2015

4. US ARMY CORPS OF ENGINEERS, SAVANNAH DISTRICT 118 RECRUITING STATIONS – GA, SC, & NC

- a. Project Title & Contract No. USACE; W912HN-07-C-0043
- b. Client Name, Address, Phone Number, Contact Person:
 - USACE, Savannah District
 - 100 Oglethorpe Ave.
 - Savannah, GA 31401
 - (912) 652-5654
 - Elaine Parker, Contracting Specialist**
- c. Scope of Work: Contactor provides all basic cleaning and periodic services at 118 recruiting stations throughout Georgia, South Carolina and North Carolina. Tasks include general cleaning of all buildings such as restroom services, dusting, sweeping/mopping, and vacuuming. Periodic services are performed as required per contract. Facility manager is provided with QC checklist on monthly basis, requesting his feedback on services performed by cleaning personnel.
- d. Period of Performance: 1 September 2007 – 31 August 2011

PAST PERFORMANCE REFERENCES

5. RICHARD B. RUSSELL DAM

- a. Project Title & Contract No: RBR Dam ; W912HN-08-C-0016
- b. Client Name, Address, Phone Number, Contact Person:
 - USACE/Savannah District
 - 4144 Russell Dam Drive
 - Elberton, GA 30635
 - (706) 213-3401
 - Glenn Kowalski, COTR
- c. Scope of Work:

Janitorial services for the RBR Dam consists of 147,000 square feet of daily and periodic cleaning which includes restroom cleaning, exterior grounds policing, floor maintenance(strip & wax), carpet shampooing, window cleaning, and we also provide grounds maintenance services. This facility is serviced by the contractor's site supervisor and a staff of two janitors. Duties are performed seven days per week in which the janitors follow task checklists developed from contract specifications. In addition, periodic services are performed as required.
- d. Period of Performance: 1 March 2008 – 28 February 2013

**CITY OF PEACHTREE CITY
QUESTIONNAIRE SHEET**

The undersigned guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business as a Janitorial Contractor?
15 years

2. What is the last project of this nature that you were awarded? Give project name and describe the scope of the project, contact person, address and telephone number.
We were recently awarded a contract for the City of Huntsville.

This contract consists of janitorial duties being performed
in 19 buildings. Tasks includes restroom cleaning, breakrooms,
dusting, vacuuming, window cleaning, carpet cleaning, and floor

maintenance. POC: Jeff Easter phone (256) 427-5669

email jeff.easter@huntsvilleal.gov

(use additional pages as needed)

3. Have you **ever** failed to complete work awarded to you or removed from a work site? If so, where and why?
No

4. The following are **THREE (3)** references of a similar nature and experience within the last three (3) years: (Give company name, contact person, address, telephone number and the project name).

FAA Atlanta TRACON: 784 GA Hwy 74 South Peachtree City, GA 30269

POC: David Nebel 678-364-6073

RBR Dam: 4144 Russell Dam Dri Elberton, GA 30635

POC: Glenn Kowalski 706-213-3401

Smyrna MCRC: 1880 Roswell St SE Smyrna, GA 30080

POC: SSgt. Kevin Edmonds 678-655-6139

(use additional pages as needed)

5. Have you personally inspected the proposed work and have you a complete plan for its performance?

Yes we inspected the proposed work and have a transition plan in place
if awarded the contract.

6. Will you sublet any part of this work? If so, specify all possible contractors, giving business name, phone, contact and type of work:

Unique Cleaning Service, Inc. will perform and carry out
100% of this contract.

(continue)

(use additional pages as needed)

7. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business, and the address of the place of business. (If a corporation, state the name of the President and Secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that this information be furnished.

Unique Cleaning Service, Inc.

Correct Name of Bidder

- (a) The business is a (Proprietorship) (Partnership) (Corporation).

- (b) The address of principal place of business is:

1355 Terrell Mill Rd. Bldg.1482 Ste.200 Marietta, GA 30067

- (c) The telephone number and facsimile number are:

Main Line: 770-420-7660 Fax Line: 770-423-7050

- (d) The names of the corporate officers, or partners, or individuals doing business under a trade name are as follows:

Willie Sellers, Jr.

President

Name

Title

Randall Rozier

Secretary

Name

Title

Name

Title

Unique Cleaning Service, Inc.

Bidder

- (e) The name(s) of the agent of the corporation registered with the Secretary of State and address:

Willie Sellers, Jr.

President

Name

Title

1355 Terrell Mill Rd. Bldg.1482 Ste.200 Marietta, GA 30067

Address

END OF SECTION

Revised 08-01-2011

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with § O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation ("Contractor") which is engaged in the physical performance of services on behalf of the City of Peachtree City has registered with, is authorized to use and uses federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in § O.C.G.A. 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by § O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

CEID7298 09/08/2009
Federal Work Authorization User Identification Number Date of Authorization

Unique Cleaning Service, Inc.
Company Name / Contractor Name

Peachtree City Kedron's Fieldhouse & Aquatic Center
Name of Project

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 12, 2011 in Marietta GA
(City) (State)

BY: Signature of Authorized Officer or Agent

Willie Sellers, Jr. President

Printed Name and Title of Authorized Officer or Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

12th DAY OF October, 2011
Dana M. Beckford
Notary Public
My Commission Expires: 04/18/2014

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

1. Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the vendor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a continuing drug-free awareness program to inform its employees about:
 - A. The dangers of drug abuse in the work place;
 - B. The vendor's policy of maintaining a drug-free workplace;
 - C. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - D. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
4. Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - A. Abide by the terms of the statement; and
 - B. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) calendar days after such conviction;
5. Notifying Peachtree City Hall in writing within ten (10) calendar days after receiving notice under subdivision (4) (A) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include name and the position title of the employee;
6. Within thirty (30) calendar days after receiving notice under subparagraph (4) of a conviction, taking one or more of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - A. Taking appropriate personnel action against such employee, up to and including termination; and/or
 - B. Requiring such employee to satisfactorily participate in and complete a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
7. Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6)

As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

Signature: Willie Sellers Jr Date: 10-12-11

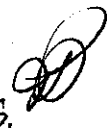
Print Name: Willie Sellers, Jr.

Company: Unique Cleaning Service, Inc.

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: Dr. Jim Pennington, City Manager 
Paul Salvatore, Finance Director P.S.
Angela Egan, Purchasing Agent 

FROM: Matt Robinson, System Administrator 

DATE: October 10, 2011

SUBJECT: Approval - Purchase of Computer Workstations and Software –
Dell Financial Services
October 20, 2011 City Council Meeting – Regular Agenda Item

RECOMMENDATION

Approve the purchase of 153 computer workstations and various software from Dell (via Dell Financial Services) at a cost not expected to exceed \$402,000, to be funded via lease over 48 months. Approve FY2012 budget adjustments as listed in this memo.

BACKGROUND

As part of the FY2012 budget process, staff presented a computer replacement schedule to replace and augment the City's fleet of computer equipment (desktops, notebooks and tablet PCs). As a part of that schedule, 153 workstations were identified to be replaced via a 48-month lease-to-own process.

The City has identified Dell as a brand name under our ordinances due to the reliability, support and performance of the brand over the years in the City. The City engaged Dell for pricing and specifications that fall within the Western States Contract Alliance, a contract vehicle used by the State of Georgia for hardware and software purchases.

The equipment as quoted will be implemented in various departments to replace outdated computer workstations with updated Windows operating systems, faster processors, more memory and better performance. The equipment will also allow 200 systems in the City to upgrade to the latest version of Microsoft Office and 100 workstations to receive the standard edition of Adobe Acrobat to edit and create PDF files more efficiently.

Dell has assured the City that, due to the quantity of items being replaced, the pricing we are receiving is actually significantly lower than the state contract and cannot be replicated by Dell Authorized resellers without specific approval from Dell.

As a matter of due diligence, the System Administrator informally requested comparative pricing from a major computer reseller on another major computer manufacturer that has been tested in the City. While the pricing was on par with Dell for a similar specification, the specifications were not identical. Staff also can provide anecdotal evidence of a variety of performance issues with this other major manufacturer that support Staff's recommendation of Dell as a brand name.

Staff believes that this purchase is in the best interests of the City from a fiscal and operational perspective.

BUDGET IMPACT

Sufficient funding has been budgeted in FY 2012 to cover these purchases. From the budget process to the final quotes, unit costs and specifications changed due to changes in the computer production environment, leaving several departments' budgeted expenses to be different from the actual final quote.

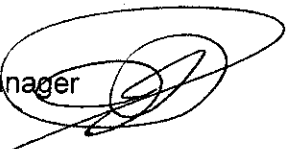
Staff asks that Council approve the budget adjustments as indicated in the chart below to resolve the budget to final quote difference. The total dollar amount is not impacted by these changes, and the overall quote is within budgeted estimates.

<u>Line Item From</u>	<u>Line Item Description</u>	<u>Amount</u>	<u>Line Item To</u>	<u>Line Item Description</u>	<u>Amount</u>
100-1570-531180	Computer Supplies	\$ 187.00	100-1511-531180	Computer Supplies	\$ 2,932.00
100-3510-531180	Computer Supplies	\$ 12,000.00	100-2650-531180	Computer Supplies	\$ 1,049.00
100-3600-531180	Computer Supplies	\$ 7,000.00	100-3210-531180	Computer Supplies	\$ 8,947.00
			100-4100-531180	Computer Supplies	\$ 5,726.00
			100-6110-531180	Computer Supplies	\$ 533.00
		<u>\$ 19,187.00</u>			<u>\$ 19,187.00</u>

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

FROM: Jim Pennington, City Manager 

DATE: October 14, 2011

SUBJECT: Consider Elimination of Events Services Coordinator Position and Replacement with Seasonal Part-Time Position – Amphitheater
October 20, 2011, City Council Meeting

Recommendation

Staff recommends eliminating the regular full-time position of Events Services Coordinator position and replacing it with a seasonal part-time position of Box Office Supervisor.

Discussion

We have now had two years of operating one-night concerts (Saturday) at the Amphitheater. In prior years the concerts were typically two nights (Friday and Saturday). The Amphitheater continues to operate in the red. From an efficiency perspective, we can make some changes in positions and responsibilities and accomplish the tasks we have to do. Responsibilities will be reassigned to other staff members and in some cases other departments.

With the elimination of a full-time position and the creation of a seasonal part-time Box Office Supervisor, the Box Office operating hours would need to change. The proposed schedule would include closing the office on Mondays and having the Box Office Supervisor work the following part-time schedule from March through October:

Tuesday through Friday:	11:00 a.m. – 5:00 p.m.
Day of Concert:	Open at 4:00 p.m.

The recommended rate of pay for the Box Office Supervisor would be \$15.00/hour.

Budget Impact

The total annual budget impact is an estimated savings (including benefits costs) of \$25,000 - \$30,000. However, this year we would be paying a severance package to the affected employee which would cost approximately \$5255.00. The net results would be a savings.

City Council of Peachtree City
REVISED AGENDA
October 20, 2011
7:00 p.m.

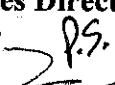
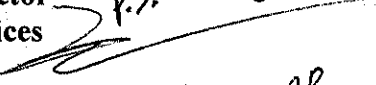
- I. Call to Order**
- II. Pledge of Allegiance**
- III. Announcements, Awards, Special Recognition**
 - Acknowledge Donations to the City
 - Recognize Jim Kretchman – 20 Years of Service
 - Recognize Employee of the Month – Julie Shepherd
 - Proclamation - Retired Educators Month
- IV. Citizen Comment**
- V. Agenda Changes**
- VI. Minutes**
 - October 4, 2011, Workshop Minutes**
- VII. Monthly Reports**
- VIII. Consent Agenda**
- IX. Old Agenda Items**
 - 1. Consider Acceptance of Donation – Fencing for Meade Field (Lacrosse)**
 - Donation would replace temporary fencing in area used by Lacrosse Association
- X. New Agenda Items**
 - 10-11-09 Consider Vehicle Lease Agreement with Enterprise Fleet Management**
 - Pilot program to lease some of the City's vehicles with maintenance service
 - 10-11-10 Consider Bid for Janitorial Services for Kedron Fieldhouse & Aquatic Center**
 - Unbudgeted expense for janitorial services following division reorganization
 - 10-11-11 Consider Purchase of Computer Workstations and Software (Dell Financial Services)**
 - Budgeted expense for the upgrade of staff computers and software
 - 10-11-12 Consider Elimination of Position – Events Services Coordinator (Amphitheater)**
 - Staff proposes replacing the position with a seasonal, part-time Box Office Supervisor position
 - 10-11-13 Discuss/Consider Additional Repairs at Kedron Fieldhouse & Aquatic Center**
 - Staff is working with contractor to get a firm price to fix additional issues
- XI. Council/Staff Topics**
 - Hot Topics Update
- XII. Executive Session**

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

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor & Council Members

VIA: City Manager 
Interim Community Services Director 
Financial Services Director 
Director of Public Services 

FROM: Recreation & Special Events Administrator 

DATE: October 19, 2011

SUBJECT: Consider Donation – Chain Link Fencing, Meade Fields
October 20, 2011, City Council Meeting

Recommendation:

That Council accept the donation of the proposed fencing at the Meade Fields contingent upon Engineering and Building department approvals.

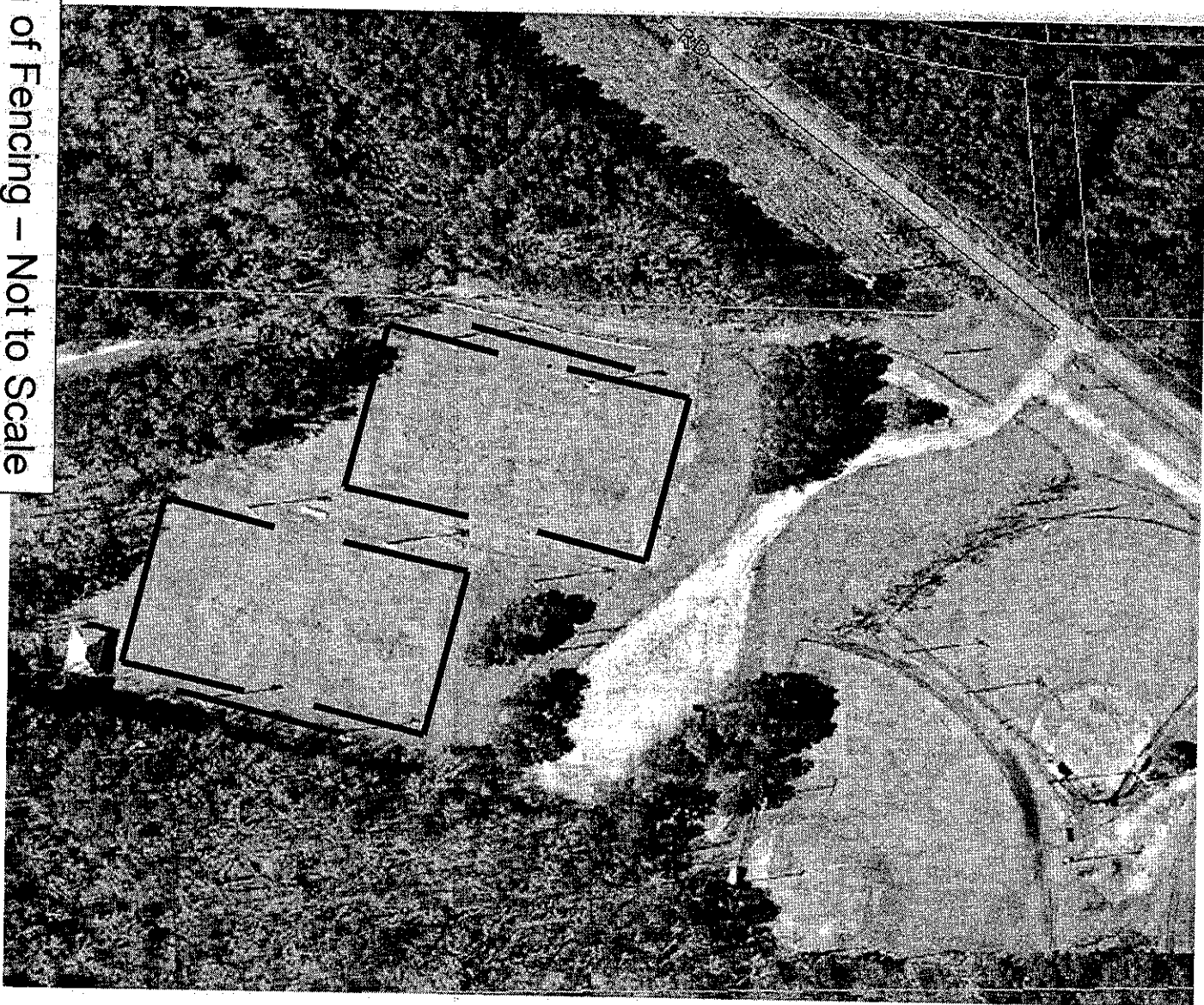
Discussion:

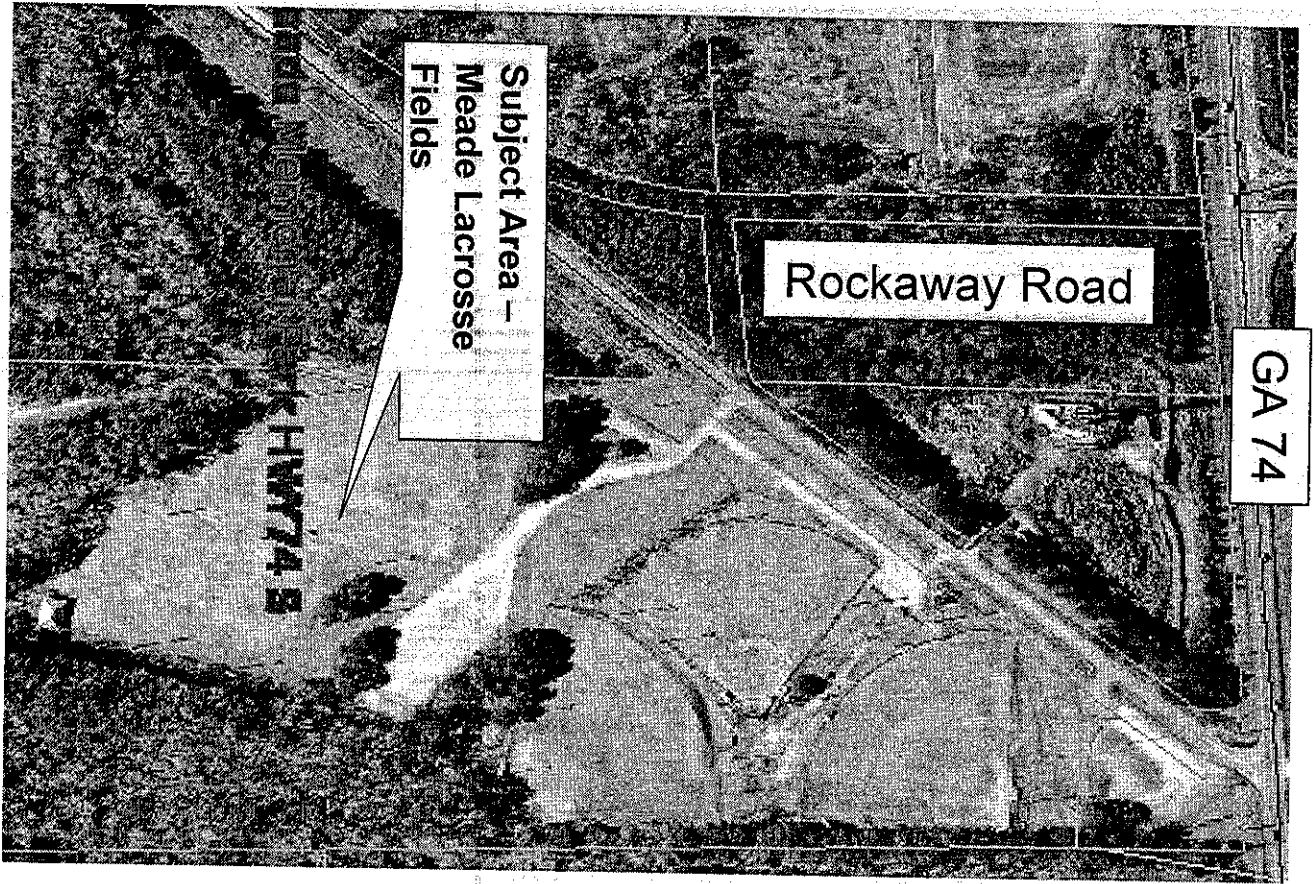
The Peachtree City Lacrosse Association would like to install a 2004-foot length of four-foot, eight-gauge Black Vinyl chain link fencing with two eight-foot, double-drive gates at the Meade Fields where the Peachtree City Lacrosse Association operates. The Peachtree City Lacrosse Association has received a quote and is prepared to pay \$18, 929.00 from their own account. This proposed fencing would replace current temporary fencing at this facility.

Budget Impact:

Although the material is very durable the City would need to consider maintenance costs in the future.

General Location of Fencing – Not to Scale





Lindavid Inc. dba C&C Fence Company
2680 Highway 42 North
McDonough, GA 30253

Invoice

Date	Invoice #
9/16/2011	25001

Bill To
MEAD FIELD LACROSSE ROCKAWAY RD PEACHTREE CITY GA

Ship To
MEAD FIELD LACROSSE ROCKAWAY RD PEACHTREE CITY, GA

P.O. No.	Terms	Due Date	Rep	Ship Date	Crew
	Due on receipt	9/16/2011	PBH	9/16/2011	

Description	Amount
FURNISH AND INSTALL 2004' OF 4' - 8 GAUGE BLACK VINYL CHAIN LINK FENCE WITH TWO GATES	18,929.00
Sales Tax	0.00
Thank you for your business.	
Total	\$18,929.00
Balance Due	\$18,929.00

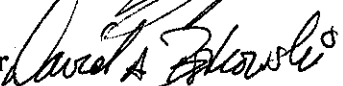
Phone #	Fax #	E-mail	Web Site
770-603-9745	770-603-9675	ayenna@cncfence.com	cncfence.com

CITY OF PEACHTREE CITY

INTEROFFICE MEMORANDUM

TO: Mayor and City Council

VIA: City Manager 
Financial Services Director *R.S.*
Assistant Financial Services Director
Purchasing Agent *one*
Public Works Director 

FROM: City Engineer 

DATE: October 19, 2011

SUBJECT: Kedron Bubble Construction Update
October 20, 2011, *City Council Meeting*

Staff updated Council at the October 6, 2011, City Council meeting about the unforeseen construction issues at the Kedron Aquatic Center. The major issues include the need to relocate some of the pool water supply/return lines and to repair the grounding/bonding of the pool area.

Staff has been working with the contractor to get a firm price of what it would take to fix all the issues that we have run across during the construction of the bubble foundation. Staff will present the cost to Council Thursday night and request approval to proceed.