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## COUNCIL MEETING AGENDA

Mike Mason, Mayor

Phil Sadd – Post 1, Council Member  
James Lowe – Post 2, Council Member  
Alex Wright – Post 3, Council Member

Jeanne Aulbach – Post 4, Council Member  
Lorri Christopher – Post 5, Council Member  
Weare Gratwick – Post 6, Council Member

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**July 16, 2013**

**COUNCIL AGENDA**

**7:00 PM**

PEACHTREE CORNERS CITY HALL

147 TECHNOLOGY PARKWAY, PEACHTREE CORNERS, GA 30092

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**A) CALL TO ORDER**

**B) ROLL CALL**

**C) PLEDGE OF ALLEGIANCE**

**D) MAYOR'S OPENING REMARKS**

**E) CONSIDERATION OF MINUTES – July 2, 2013**

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) CONSENT AGENDA - No Items**

**I) REPORTS AND PRESENTATIONS**

1. **D. Wheeler** Update on Community Development Planning Issues
2. **J. Jackson** Update on SPLOST

**J) OLD BUSINESS**

1. **ACTION ITEM** Consideration of Intergovernmental Agreement with Gwinnett County for Hotel/Motel Tax.
2. **ACTION ITEM** Consideration of Agreement with the Gwinnett Convention & Visitors Bureau.

**K) NEW BUSINESS**

1. **ACTION ITEM** Consideration of authorizing the Mayor to send a letter to the Department of Community Affairs requesting ' Less Developed Census Tract' designation for a specified area of the City in order to promote job growth and provide tax incentives for business development.

**2. ACTION ITEM** Consideration for approval of the amended and Restated Contract Agreement between the City of Peachtree Corners and CH2M Hill Engineers, Inc. (CH2MHill).

**L) EXECUTIVE SESSION**

**M) ADJOURNMENT**

**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING**  
**July 2, 2013, @ 7:00PM**

The Mayor and Council of the City of Peachtree Corners held a Council Meeting at City Hall, 147 Technology Parkway, Suite 200, Peachtree Corners, GA, 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd – Post 1
Council Member	James Lowe – Post 2
Council Member	Alex Wright – Post 3
Council Member	Jeanne Aulbach – Post 4
Council Member	Lorri Christopher – Post 5
Council Member	Weare Gratwick – Post 6
City Attorney	Don Henderson
City Manager	Julian Jackson
City Clerk	Kym Chereck
Director, Com. Dev.	Diana Wheeler

**PLEDGE OF ALLEGIANCE:** Mayor Mason led the Pledge of Allegiance.

**MAYOR’S OPENING COMMENTS:** Mayor Mason presented the Official City Seal.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE JUNE 18, 2013 COUNCIL MEETING.**

**By: Council Member Christopher**

**Seconded by: Council Member Gratwick**

**Vote: (7-0) (Christopher, Gratwick, Mason, Sadd, Wright, Lowe, Aulbach)**

**CONSIDERATION OF THE MEETING AGENDA:**

There was no change in the agenda.

**PUBLIC COMMENT:** Ms. Ali Stinson stated that she is in support of rezoning the property owned by the Downtown Development Authority (located across

from The Forum), but she would like for the City to think carefully and take their time in selecting a developer for the site.

Mr. Bob Martell stated that he would like the City to consider hiring a consultant to help with the development process concerning the property owned by the Downtown Development Authority.

**REPORTS and PRESENTATIONS:** Community Development Director, Diana Wheeler, a provided her report on staff activities that occurred during the period of June 16, 2013 – June 28, 2013. These activities included, among other items, a meeting with Partnership Gwinnett, a Founders Day Stakeholder Committee meeting, Comprehensive Plan draft maps, and responding to phone calls and e-mails from residents, business people and others.

**OLD BUSINESS:**

**O2013-06-16**

Second read and consideration of an Ordinance to amend the City of Peachtree Corners zoning map pursuant to SUP2013-006 – request to allow the addition of check cashing, money orders and similar services at a shell gas station zoned C-2 and located at 6405 Peachtree Industrial Blvd; District 6, Land Lot 275; 1.47 acres.

Mrs. Diana Wheeler, Community Development Director, presented the case to the Mayor and Council and provided background information concerning the applicant's request. The applicant is requesting to provide check cashing services within an existing convenience store. The store is located at the southwest quadrant of the intersection of Peachtree Industrial Boulevard and Jimmy Carter Boulevard. No changes will be made to the building. This item was approved by the Planning Commission on June 11, 2013.

The applicant, Mr. Nadeem Raza, introduced himself to the Council, and stated that he was available for any questions that Council may have.

Mayor Mason opened the floor for public comment. There were no comments.

**MOTION TO APPROVE O2013-06-16.**

**By: Council Member Aulbach**

**Seconded by: Council Member Christopher.**

**Vote: (7-0) (Aulbach, Christopher, Mason, Sadd, Lowe, Wright, Gratwick)**

**O2013-06-17**

Second read and consideration of an Ordinance to amend the City of Peachtree Corners zoning map pursuant to RZ2013-002 – request to rezone a portion of property from C-2 to M-1 in order to accommodate a climate controlled self storage facility at 4779 Peachtree Corners Circle; District 6; Land Lot 301; .7 acres.

Mrs. Wheeler presented the case to the Mayor and Council. The applicant is requesting to rezone a .72-acre portion of property from C-2 (General Business District to M-1 (Light Industrial District). The subject property is located on the eastern side of a larger, 6.78-acre parcel currently zoned M-1. The applicant would like to consolidate the entire site so that the regulations are consistent throughout the property. The purpose of doing that is to better accommodate the construction of an 87,000 square-foot, climate controlled self-service storage facility with associated office space and owner apartment. The proposed building would be constructed with three stories on a basement. The site has been partially cleared and graded in anticipation of development. The subject site is located within the Peachtree Corners Overlay District and is subject to those requirements. Mrs. Wheeler stated that this application was before the Planning Commission on June 11, 2013, and was approved with conditions as outlined in the Council Packet.

Mr. Ben Cowart represented the applicant, D.D.B.C, Inc. Mr. Cowart introduced himself to the Council, and informed them that he had no issue with the Planning Commission's conditions.

Mayor Mason opened the floor for public comment. There were no comments.

A motion was made after discussion concerning, among other things, the hours of operation.

**MOTION TO APPROVE O2013-06-17.**

**By: Council Member Lowe**

**Seconded by: Council Member Sadd**

**Vote: (7-0) Lowe, Sadd, Mason, Wright, Aulbach, Christopher, Gratwick)**

**O2013-06-18**

Second read and consideration of an Ordinance to amend the City of Peachtree Corners zoning map pursuant to RZ2013-003 – request to rezone property from RM and RM-13 to M-U-D in order to accommodate a mixed-use development on property located in the 5200 block of Peachtree Parkway; District 6; Land Lot 301.

Mrs. Wheeler presented the case to the Mayor and Council. The applicant, the City's Downtown Development Authority (DDA), is requesting to rezone from RM and RM-13 (multi-family) to M-U-D (mixed use development). A request for a proposal for this site has been issued by the DDA and is expected to be approved this summer. Mrs. Wheeler gave a brief history of the site. Currently, the only type of development that the existing zoning allows on the property is for apartments. Since every effort has been made to avoid apartment development on this site, it would be counterproductive to sell the property with the existing zoning attached to it. Therefore, the request is to rezone the property from multi-family to mixed use development. The recommendation from Staff is to rezone the property with the condition that the concept plans and the associated regulations for the development of the property come back before the Planning Commission and the City Council for full review and approval.

Mayor Mason opened the floor for public comment. There were no comments.

**MOTION TO APPROVE O2013-06-18.**

**By: Council Member Christopher**

**Seconded by: Council Member Aulbach**

**Vote: (7-0) Christopher, Aulbach, Mason, Sadd, Lowe, Wright, Gratwick)**

**NEW BUSINESS:**

**PUBLIC HEARING**

Presentation of the 2013 Millage Rate

Mr. Julian Jackson, City Manager, informed the Mayor and Council that the proposed millage rate will be zero.

Mayor Mason opened the floor for public comment. There were no comments.

**ACTION ITEM**

Approval of the 2013 Millage Rate

**MOTION TO APPROVE THE 2013 MILLAGE RATE.**

**By: Council Member Gratwick**

**Seconded by: Council Member Sadd**

**Vote: (7-0) (Gratwick, Sadd, Mason, Lowe, Wright, Aulbach, Christopher)**

**R2013-07-14**

A Resolution adopting the 2013-2014 budget for the City of Peachtree Corners, Georgia; appropriating amounts as shown in each budget as expenditures; adopting the revenue projections; and prohibiting expenditures to exceed appropriations.

**MOTION TO APPROVE R2013-07-14.**

**By: Council Member Lowe**

**Seconded by: Council Member Christopher**

**Vote: (7-0) (Lowe, Christopher, Mason, Sadd, Wright, Aulbach, Gratwick)**

**ACTION ITEM**

Residential Sanitation Services – RFP Discussion/Approval of Vendor and Services.

**MOTION TO AUTHORIZE THE MAYOR TO ENTER INTO NEGOTIATIONS WITH WASTE PRO FOR RESIDENTIAL SANITATION SERVICES.**

**By: Council Member Aulbach**

**Seconded by: Council Member Christopher**

**Vote: (7-0) (Aulbach, Christopher, Mason, Sadd, Lowe, Wright, Gratwick)**

**EXECUTIVE SESSION:** There was no Executive Session.

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 7:35 PM.**

**By: Council Member Gratwick**

**Seconded by: Council Member Sadd**

**Vote: (7-0) (Gratwick, Sadd, Mason, Lowe, Wright, Aulbach, Christopher)**

Approved,

Attest:

\_\_\_\_\_  
Mike Mason, Mayor

\_\_\_\_\_  
Kymberly Chereck, City Clerk



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

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The following is a summary of Staff activity during the period of 7/1/13 – 7/12/13.

- A. Meetings with:
  - 1. Partnership Gwinnett
  - 2. Property broker regarding property rezoning
  - 3. Representatives of a Senior Living project
- B. Received notification from GA EPD that the City is now a Qualified Local Issuing Authority for erosion control / storm water review. This means that plans processing for projects requiring a Land Disturbance Permit will be expedited. Larger projects, for example, will save approximately four weeks in plan review.
- C. Contacted surrounding municipalities regarding procuring state mandated training for DDA members locally in order to save time and expense.
- D. Prepared and distributed ZBA packets for July 17<sup>th</sup> meeting.
- F. Worked with Pond to finalize Comprehensive Plan goals, policies, and strategies in preparation for the July 25<sup>th</sup> open house.
- E. Responded to phone calls and e-mails from residents, business people, and others

**Processed the following permit applications:**

- 1. 7/1/2013 SUZHOU WEIBANG PROP.MGMT INC; 3230 MEDLOCK BRIDGE RD; CERT. of OCC.
- 2. 7/1/2013 PLUMBING WORKS; 6266 COURTSIDE DRIVE; PLUMBING
- 3. 7/1/2013 SIGN-A-RAMA; 6577 PEACHTREE IND BLVD; PERMANENT SIGN
- 4. 7/1/2013 ACS PARTNERS LLC 6328 BAKER COURT A INTERIOR REMODEL
- 5. 7/1/2013 ACS PARTNERS LLC 6328 BAKER COURT B INTERIOR REMODEL
- 6. 7/1/2013 ACS PARTNERS LLC 6328 BAKER COURT C INTERIOR REMODEL
- 7. 7/1/2013 ACS PARTNERS LLC 6328 BAKER COURT D INTERIOR REMODEL
- 8. 7/1/2013 DDR/TNT FIREWORKS; 5075 PEACHTREE PKWY; TEMPORARY OUTDOOR ACT.
- 9. 7/1/2013 LEE'S SIGNS; 6405 PEACHTREE IND BLVD; PERMANENT SIGN
- 10. 7/2/2013 SHUMATE MECHANICAL; 135 TECHNOLOGY PKWY STE 200; HVAC
- 11. 7/2/2013 COMFORT HEALTHCARE SYSTEMS; 3841 HOLCOMB BRIDGE RD STE 200; CERT. of OCC.
- 12. 7/2/2013 LEAPLEY CONSTRUCTION; 5655 SPALDING DRIVE; SHED
- 13. 7/3/2013 ART DESIGN INC 7045 JIMMY CARTER BLVD PERMANENT SIGN
- 14. 7/3/2013 ART DESIGN INC 7045 JIMMY CARTER BLVD PERMANENT SIGN

15.	7/3/2013	ART DESIGN INC	7045 JIMMY CARTER BLVD	PERMANENT SIGN
16.	7/3/2013	NORTH RIDGE RESTORATION;	5525 FORT FISHER WAY;	FIRE DAMAGE REPAIR
17.	7/3/2013	SHILOH SIGNS,INC	5165 PEACHTREE PKWY	AWNING
18.	7/3/2013	SHILOH SIGNS,INC	5615 PEACHTREE PKWY	PERMANENT SIGN
19.	7/3/2013	SHILOH SIGNS,INC	5615 PEACHTREE PKWY	PERMANENT SIGN
20.	7/3/2013	TK ELECTRIC	5025 WINTERS CHAPEL RD	ELECTRIC
21.	7/3/2013	APOLLO SIGN & LIGHT	7049 JIMMY CARTER BLVD	PERMANENT SIGN
22.	7/3/2013	APOLLO SIGN & LIGHT	7049 JIMMY CARTER BLVD	PERMANENT SIGN
23.	7/3/2013	APOLLO SIGN & LIGHT	7049 JIMMY CARTER BLVD	PERMANENT SIGN
24.	7/3/2013	APOLLO SIGN & LIGHT	7049 JIMMY CARTER BLVD	PERMANENT SIGN
25.	7/3/2013	PREMIER ELECTRICAL	5525 FORT FISHER WAY	ELECTRICAL
26.	7/5/2013	MILLS PLUMBING	4435 SPRINGFIELD DRIVE	PLUMBING
27.	7/5/2013	UNITED AIR TEMP	5275 FOX HILL DRIVE	PLUMBING
28.	7/8/2013	SUPERIOR PLUMBING SERVICES,INC;	614 GLENLEAF DRIVE;	PLUMBING
29.	7/8/2013	MISTER SPARKY INC	6544 DEERINGS LANE	ELECTRICAL
30.	7/8/2013	PEACHTREE SERVICE EXPERTS	3480 HIGHCROFT CIRCLE	HVAC
31.	7/8/2013	INTOWN REVIVAL CONSTRUCTION;	5279 BROADWOOD AVENUE	BASEMENT FINISH
32.	7/9/2013	NORCROSS GUN CLUB & RANGE;	5305 PEACHTREE IND BLVD;	TEMP. OUTDOOR ACT
33.	7/10/2013	MME CONSTRUCTION GROUP	5255 TRIANGLE PKWKY STE 500;	INTERIOR FINISH
34.	7/10/2013	P.R.O. BUILDING SYSTEMS	2805 AMWILER ROAD	INTERIOR FINISH
35.	7/10/2013	WHITE OAK RENOVATIONS	5130 RIVERLAKE DRIVE	DECK ADDITION
36.	7/10/2013	MARCO'S PIZZA	5270 PEACHTREE PKWY STE 106;	TEMPORARY SIGN PERMIT
37.	7/10/2013	HARMONY ACADEMY	3449 HOLCOMB BRIDGE RD	INTERIOR FINISH
38.	7/10/2013	HUMPHRIES & COMPANY	302 RESEARCH DRIVE	INTERIOR FINISH
39.	7/10/2013	SOUTH NEWTON ELECTRIC	5774 MERSHON TRAIL	ELECTRIC
40.	7/10/2013	MERIT CONSTRUCTION COMPANY;	6200 THE CORNERS PKWY;	T-100 INTERIOR FINISH
41.	7/10/2013	STANLEY ELECTRICAL	7045 JIMMY CARTER BLVD	ELECTRICAL/SIGN
42.	7/10/2013	STANLEY ELECTRICAL	7045 JIMMY CARTER BLVD	ELECTRICAL/SIGN
43.	7/11/2013	HARBOUR TOWNE	4725 WESTCHESTER CT;	DECK ADDITION

Office of the County Administrator

75 Langley Drive • Lawrenceville, GA 30046-6935  
770.822.7000 • www.gwinnettcounty.com



gwinnettcounty

Via Email and US Mail

July 9, 2013

Julian Jackson, City Manager  
City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, GA 30092

Re: Hotel/Motel and Car Rental Tax Agreement

Dear Julian,

As we discussed in our telephone conversation last Wednesday and as I indicated in my email to you yesterday, I am forwarding to you a revised draft of the amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services (hereinafter "Intergovernmental Agreement") concerning hotel/motel and car rental taxes. The revised draft which I am forwarding to you today includes the addition of language acknowledging the City's power under state law to impose hotel/motel and car rental taxes while affirming the City's agreement not to impose such taxes.

To fully incorporate this new language and accommodate the proposed agreement between Peachtree Corners and the Gwinnett Convention and Visitors Bureau, I requested that our Law Department revise the proposed amendment to reflect our discussion. The attached proposed amendment includes revisions to accomplish these goals. Since the proposed amendment includes revisions to more than one paragraph, I will highlight the changes in this letter.

The first revision is in the last paragraph on page 2, this paragraph was changed to reflect dates on which action was taken by either the City or the County. The next revision occurs with the addition of the first two paragraphs on the top of page 3 acknowledging the City's power to impose the taxes as well as the City's agreement not to impose the taxes. The addition of the third paragraph on page 3 was to provide a transition between the paragraphs. In the body of the proposed amendment, the State Law citation for car rental taxes was added to Section 2, and then Section 2 was separated into two separate sections (Sections 2 and 3) for easier reading. The final revision in the proposed amendment is the addition of Section 5 that acknowledges that the County will impose the taxes and the use and distribution of such taxes shall be in accordance with state law.

Correspondence to Julian Jackson, City Manager

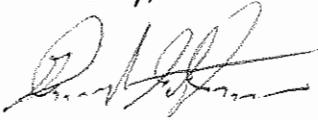
July 9, 2013

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I believe that this proposed amendment with the changes as noted above accurately reflects the intention of the parties to enter into an intergovernmental agreement whereby hotel/motel and car rental tax revenues would continue to flow to the County to satisfy the bonded indebtedness for the Civic Center, Arena, and Stadium. Please do not hesitate to contact me if you have any questions concerning the proposed amendment. I look forward to hearing from you soon to confirm that the City remains on track to finalize and approve this proposed amendment as well as the agreement between the Gwinnett Convention and Visitors Bureau and Peachtree Corners.

Sincerely,



Glenn P. Stephens  
County Administrator

c: Charlotte Nash, Chairman  
Jace Brooks, Commissioner, District 1  
Lynette Howard, Commissioner, District 2  
Tommy Hunter, Commissioner, District 3  
John Heard, Commissioner, District 4  
Aaron Bovos, Deputy County Administrator/CFO  
Van Stephens, Acting County Attorney

Attachment

**STATE OF GEORGIA  
COUNTY OF GWINNETT**

**AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ZONING REVIEW AND PERMITTING SERVICES**

**Between  
GWINNETT COUNTY, GEORGIA and  
THE CITY OF PEACHTREE CORNERS, GEORGIA**

This Amendment to the Intergovernmental Agreement between Gwinnett County, Georgia and the City of Peachtree Corners, Georgia for the provision of zoning review and permitting services is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**WITNESSETH:**

WHEREAS, the City of Peachtree Corners began operation as a city on July 1, 2012; and

WHEREAS, the Charter for the City of Peachtree Corners provides that the City shall undergo a transition period through December 31, 2013 during which the City shall prepare to perform certain governmental functions and services; and

WHEREAS, on June 26, 2012 and July 1, 2012, the County and the City respectively approved an Intergovernmental Agreement whereby Gwinnett County will provide zoning review and permitting services within the City of Peachtree Corners, and the County will retain all fees associated with such zoning review and permitting services; and

WHEREAS, on July 24, 2012, the County and the City entered into an Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services whereby the County agreed to provide all licensing and permitting services for the City of Peachtree Corners during the transition period described in the City's Charter; and

WHEREAS, pursuant to the July 24, 2012 Amendment, the County and the City agreed that the City would not impair the County's ability to use hotel/motel taxes generated by

lodging establishments within the City and rental car taxes collected from establishments within the City to satisfy bonded indebtedness for the Civic Center, Arena, and Stadium; and

WHEREAS, the County and the City also agreed to amend the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services by inserting language to preserve hotel/motel and rental car taxes collected from facilities within the City for use in satisfying the previously incurred bonded indebtedness on the Civic Center, Arena, and Stadium; and

WHEREAS, the July 24, 2012 Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services provides that representatives from the County and the City will meet to discuss the need to use such taxes to satisfy such bonded indebtedness; and

WHEREAS, such representatives have met in accordance with the July 24, 2012 Amendment; and

WHEREAS, pursuant to the July 24, 2012 Amendment to the Intergovernmental Agreement, the County and the City further agreed a new Amendment to the Intergovernmental Agreement to preserve hotel/motel and rental car taxes collected from facilities within the City for the satisfaction of the bonded indebtedness for the Civic Center, Arena, and Stadium shall be approved by the County and City no later than December 31, 2012; and

WHEREAS, by subsequent actions on December 11, 2012, April 23, 2013, and July 2, 2013, the time within which the County and the City shall amend the Intergovernmental Agreement to preserve hotel/motel and rental car taxes collected from facilities within the City for the satisfaction of the bonded indebtedness for the Civic Center, Arena, and Stadium has been extended; and

WHEREAS, the County acknowledges the City's power under state law to impose hotel/motel and/or rental car taxes; and

WHEREAS, in accordance with Intergovernmental Agreement, the City reaffirms that it will not impair the County's ability to collect hotel/motel and rental car taxes to satisfy the bonded indebtedness for the Civic Center, Arena, and Stadium, and the City further agrees not to exercise the power to impose a hotel/motel or rental car tax; and

WHEREAS, in order to more fully set forth the County and City's agreement regarding hotel/motel and rental car taxes, the County and the City desire to amend the Intergovernmental Agreement as set forth herein; and

WHEREAS, the Gwinnett County Board of Commissioners and the City Council of the City of Peachtree Corners have taken action at public meetings to approve the terms of this Amendment;

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

1. All provisions of the Intergovernmental Agreement for zoning review and permitting services between Gwinnett County, Georgia and the City of Peachtree Corners, Georgia entered into on July 1, 2012 and amended on July 24, 2012 shall continue in full force and effect and are incorporated by reference in this Amendment.
2. The City agrees not to impose an occupancy tax, pursuant to Official Code of Georgia Annotated § 48-13-51 or an excise tax upon rental charge collected by a rental motor vehicle concern pursuant to Official Code of Georgia Annotated § 48-13-93.

3. The City agrees to allow the County to impose an occupancy tax on charges to the public for rooms, lodgings, and accommodations under state law, or on charges to the public for the rental or lease of rental motor vehicles under state law until the following debts are paid in full:
  - Development Authority of Gwinnett County Georgia, Revenue Bonds (Gwinnett Center Parking Deck Project) Series 2007 Gwinnett Center parking deck revenue bonds, issued on July 31, 2007, 20-year issue;
  - Development Authority of Gwinnett County (Georgia) Revenue Refunding Bonds (Civic and Cultural Center Expansion Project) Series 2010 Refunding Civic and Cultural Center expansion revenue bonds, issued on November 9, 2010, 20-year issue; and
  - Development Authority of Gwinnett County (Georgia) Taxable Revenue Bonds (Gwinnett Stadium Project) Series 2008 Gwinnett Stadium revenue bonds, issued February 28, 2008, 30-year issue.
4. The County agrees that it shall not extend said bonds beyond their current terms, increase the total indebtedness, or otherwise pledge such tax revenue from properties located in the City of Peachtree Corners without the express written consent of the City of Peachtree Corners. Nothing within this paragraph is intended to limit the County or the Gwinnett County Development Authority from refunding existing debt in order to capitalize on market conditions or reduce debt service payments.
5. The County and the City agree and acknowledge that the County will impose excise taxes within the corporate limits of the City and that the use and

distribution of such taxes shall be for all lawful purposes in accordance with  
Official Code of Georgia Annotated §§ 48-13-50, et seq. and 48-13-90, et seq.

**IN WITNESS WHEREOF**, the County and City have executed this  
Amendment through their duly authorized officers on the day and year first above  
written.

**BOARD OF COMMISSIONERS  
GWINNETT COUNTY, GEORGIA**

BY: \_\_\_\_\_  
**CHARLOTTE J. NASH**, Chairman

**ATTEST:**

\_\_\_\_\_  
**Diane Kemp**, County Clerk  
(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**VAN STEPHENS**  
Acting County Attorney

**CITY OF PEACHTREE CORNERS,  
GEORGIA**

BY: \_\_\_\_\_  
**MIKE MASON**, Mayor

**ATTEST:**

\_\_\_\_\_  
**KYM CHERECK**, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**BILL RILEY**  
City Attorney

**AGREEMENT FOR PROMOTION OF TOURISM,  
CONVENTIONS AND TRADE SHOWS**

This Agreement for the Promotion of Tourism, Conventions and Trade Shows (this "Agreement"), made and entered into this \_\_ day of May, 2013, by and between the City of Peachtree Corners, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia (the "City"), and the Gwinnett Convention & Visitors Bureau, Inc., a non-profit corporation organized and existing under the laws of the State of Georgia (the "GCVB").

**WITNESSETH:**

WHEREAS, the GCVB currently promotes tourism, conventions and trade shows within the City through group sales, destination marketing, advertising, special events and other efforts;

NOW THEREFORE, in consideration of the mutual covenants contained herein and the performance of the services for the promotion of tourism, conventions and trade shows by the GCVB, the sufficiency of which both parties acknowledge and agree is sufficient, the City and the GCVB agree to the terms as set forth below:

1.

All activities of the GCVB and expenditures in relation thereto shall be consistent with the provisions of O.C.G.A. § 48-13-50 et. seq. and the other relevant provisions of the Official Code of Georgia.

2.

The GCVB agrees to represent all City hotels/motels in the same manner as it represents other hotel/motel tax contributing Gwinnett County hotels/motels. Further, the GCVB shall (a) market and promote all City hotels/motels as overnight destinations for both group and individual travelers, (b) include all City hotels/motels in GCVB publications, website(s) and marketing projects, as applicable, and (c) perform normal and customary bureau services to all City hotels/motels and attendant groups.

3.

This Agreement shall supplement that certain Amendment to Intergovernmental Agreement between Gwinnett County, Georgia and the City, a copy of which is attached hereto as Exhibit "A" for reference.

4.

This Agreement constitutes the entire understanding between the City and the GCVB as to the matters referred to herein and may be modified only by written instrument duly executed by the parties hereto.

5.

This Agreement shall be governed by the laws of the State of Georgia.

6.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first hereinabove set forth.

CITY OF PEACHTREE CORNERS,  
GEORGIA

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
City Clerk

GWINNETT CONVENTION & VISITORS  
BUREAU, INC.

By: \_\_\_\_\_

Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Executive Director

**Exhibit "A"**

**Amendment to Intergovernmental Agreement  
[copy attached]**

**STATE OF GEORGIA  
COUNTY OF GWINNETT**

**AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT  
FOR THE PROVISION OF ZONING REVIEW AND PERMITTING SERVICES**

**Between  
GWINNETT COUNTY, GEORGIA and  
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**WITNESSETH:**

WHEREAS, the City of Peachtree Corners began operation as a city on July 1, 2012; and

WHEREAS, the Charter for the City of Peachtree Corners provides that the City shall undergo a transition period through December 31, 2013 during which the City shall prepare to perform certain governmental functions and services; and

WHEREAS, on June 26, 2012 and July 1, 2012, the County and the City respectively approved an Intergovernmental Agreement whereby Gwinnett County will provide zoning review and permitting services within the City of Peachtree Corners, and the County will retain all fees associated with such zoning review and permitting services; and

WHEREAS, on July 24, 2012, the County and the City entered into an Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services whereby the County agreed to provide all licensing and permitting services for the City of Peachtree Corners during the transition period described in the City's Charter; and

WHEREAS, pursuant to the July 24, 2012 Amendment, the County and the City agreed that the City would not impair the County's ability to use hotel/motel taxes generated by

lodging establishments within the City and rental car taxes collected from establishments within the City to satisfy bonded indebtedness for the Civic Center, Arena, and Stadium; and

WHEREAS, the County and the City also agreed to amend the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services by inserting language to preserve hotel/motel and rental car taxes collected from facilities within the City for use in satisfying the previously incurred bonded indebtedness on the Civic Center, Arena, and Stadium; and

WHEREAS, the July 24, 2012 Amendment to the Intergovernmental Agreement for the Provision of Zoning Review and Permitting Services provides that representatives from the County and the City will meet to discuss the need to use such taxes to satisfy such bonded indebtedness; and

WHEREAS, such representatives have met in accordance with the July 24, 2012 Amendment; and

WHEREAS, pursuant to the July 24, 2012 Amendment to the Intergovernmental Agreement, the County and the City further agreed a new Amendment to the Intergovernmental Agreement to preserve hotel/motel and rental car taxes collected from facilities within the City for the satisfaction of the bonded indebtedness for the Civic Center, Arena, and Stadium shall be approved by the County and City no later than December 31, 2012; and

WHEREAS, the Gwinnett County Board of Commissioners and the City Council of the City of Peachtree Corners have taken action at public meetings to approve the terms of this Amendment.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

1. All provisions of the Intergovernmental Agreement for zoning review and permitting services between Gwinnett County, Georgia and the City of Peachtree Corners, Georgia entered into on July 1, 2012 and amended on July 24, 2012 shall continue in full force and effect and are incorporated by reference in this Amendment.
2. The City agrees not to impose an occupancy tax, pursuant to Official Code of Georgia Annotated Section 48-13-51, and to allow the County to impose an occupancy tax on charges to the public for rooms, lodgings, and accommodations under state law, or on charges to the public for the rental or lease of rental motor vehicles under state law until the following debts are paid in full:
  - Development Authority of Gwinnett County Georgia, Revenue Bonds (Gwinnett Center Parking Deck Project) Series 2007 Gwinnett Center parking deck revenue bonds, issued on July 31, 2007, 20-year issue;
  - Development Authority of Gwinnett County (Georgia) Revenue Refunding Bonds (Civic and Cultural Center Expansion Project) Series 2010 Refunding Civic and Cultural Center expansion revenue bonds, issued on November 9, 2010, 20-year issue; and
  - Development Authority of Gwinnett County (Georgia) Taxable Revenue Bonds (Gwinnett Stadium Project) Series 2008 Gwinnett Stadium revenue bonds, issued February 28, 2008, 30-year issue.
3. The County agrees that it shall not extend said bonds beyond their current terms, increase the total indebtedness, or otherwise pledge such tax revenue from properties located in the City of Peachtree Corners without the express

written consent of the City of Peachtree Corners. Nothing within this paragraph is intended to limit the County or the Gwinnett County Development Authority from refunding existing debt in order to capitalize on market conditions or reduce debt service payments.

**IN WITNESS WHEREOF**, the County and City have executed this Amendment through their duly authorized officers on the day and year first above written.

**BOARD OF COMMISSIONERS  
GWINNETT COUNTY, GEORGIA**

BY: \_\_\_\_\_  
**CHARLOTTE J. NASH**, Chairman

**ATTEST:**

\_\_\_\_\_  
**Diane Kemp**, County Clerk

(SEAL)

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**VAN STEPHENS**  
Acting County Attorney

**CITY OF PEACHTREE CORNERS,  
GEORGIA**

BY: \_\_\_\_\_  
**MIKE MASON**, Mayor

**ATTEST:**

\_\_\_\_\_  
**KYM CHERECK**, City Clerk  
(SEAL)

**APPROVED AS TO FORM:**

**BILL RILEY**  
City Attorney



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Less Developed Census Tract (LDCT) Area Designation

DATE: July 16, 2013

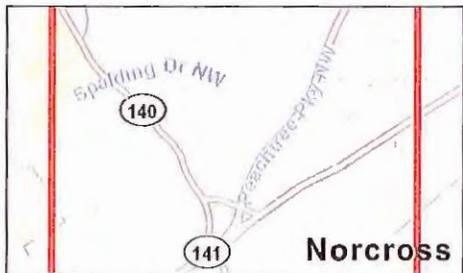
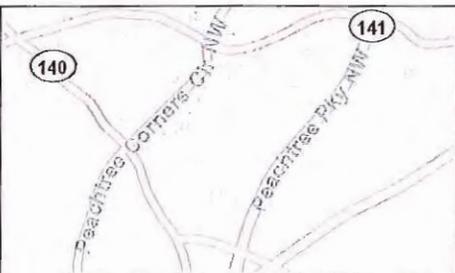
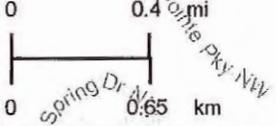
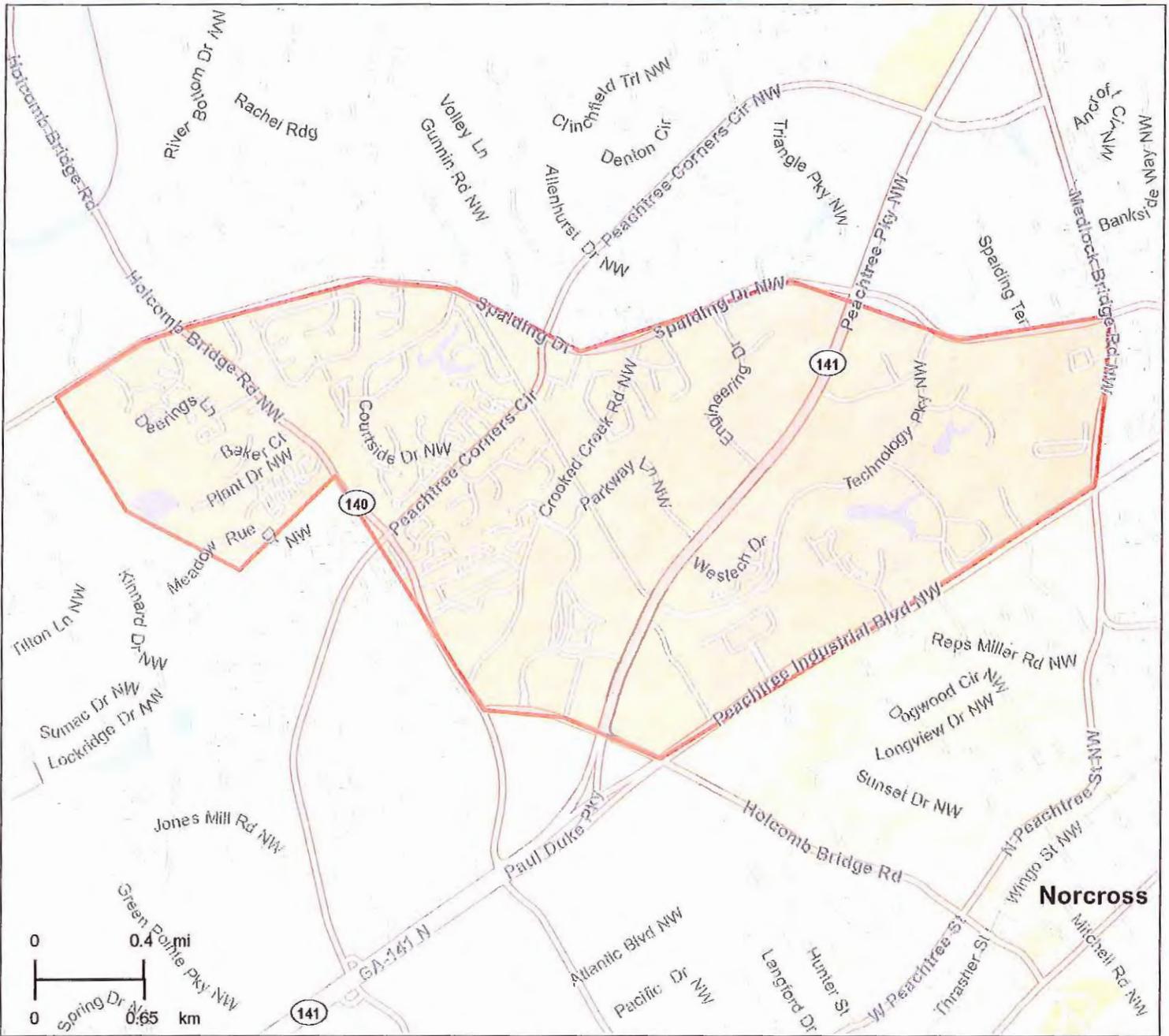
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The State of Georgia provides a job tax credit for companies within targeted industries (primarily manufacturing and technology) that locate within a designated 'Less Developed Census Tract' (LDCT) area. In order to qualify for LDCT status, an area has to have been impacted by the closing of a business or businesses such that the cumulative job losses represent at least 4% of all the jobs within that census tract. Within Peachtree Corners, Census Tract 503.10 (see attached map) has met the LDCT threshold with the closing of First National Credit Card Center and the loss of its 142 jobs.

If the City sends the Department of Community Affairs a letter requesting LDCT status for Census Tract 503.10 and that request is approved, then any qualifying company that locates within that area and creates a minimum of five jobs will receive a tax credit of \$3500 per job that can be applied against 100% of the company's tax liability. There is no financial obligation on the part of the City to request or receive the LDCT designation. The LDCT is simply an economic development program designed by the State to incentivize job growth in places that have experienced job loss.

# Site Map

13135050310\_2  
13135050310 (131350503.10)  
Geography: Census Tracts



**Effective Date:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**AMENDED AND RESTATED CONTRACT AGREEMENT  
FOR THE PROVISION OF  
COMMUNITY DEVELOPMENT SERVICES**

This Amended and Restated Contract Agreement (“Contract”) is made and entered into this \_\_ day of \_\_\_\_\_, 2013, by and between the **CITY OF PEACHTREE CORNERS, GEORGIA**, a municipal corporation of the State of Georgia (the “City”), and **CH2M HILL ENGINEERS, INC. (CH2MHill)**, a Delaware corporation authorized to do business in Georgia with its principal office located at 9191 S. Jamaica Street, Englewood, CO 80112 (“Contractor”); heretofore referred to jointly as the “Parties.”

**WHEREAS**, the City is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Peachtree Corners; and

**WHEREAS**, the City has caused a Request for Proposal for Community Development Services (“RFP”) to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for within such proposal; and

**WHEREAS**, the contractor selected pursuant to this RFP is required to provide the services as called for in the specifications; and

**WHEREAS**, the Contractor submitted a Proposal in response to this RFP (“Proposal”); and

**WHEREAS**, the Contractor’s submittal was determined by the City to be the proposal most advantageous to the City; and

**WHEREAS**, the City and Contractor entered into a Contract Agreement for the Provision of Community Development Services on December 17, 2012; and

**WHEREAS**, the Parties wish to expand the scope of services and optional services provided by Contractor for the City under the December 17, 2012 Agreement; and

**WHEREAS**, the Parties acknowledge that in order to accommodate for the expanded scope of services to the City, the Parties will have to expand what each Party provides in terms of support of personnel and service delivery; and

**WHEREAS**, the Parties desire to change the compensation amounts paid by Contractor to City to reflect the additional services provided by Contractor; and

**WHEREAS**, the Parties wish to change the initial term of this Agreement to align the term of the Agreement with the City’s fiscal year; and

**WHEREAS**, the Parties now wish to amend and supersede the December 17, 2012 Agreement in its entirety and replace it in with this Amended and Restated Contract Agreement for the Provision of Community Development Services.

**NOW THEREFORE**, in consideration of the foregoing recitals, the sums hereinafter set forth and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

**1.0 SCOPE OF SERVICES**

1.1 **Services.** The Contractor has agreed and by these presents does agree with the City to furnish the items listed in **Exhibit B** and **Exhibit A** and the City agrees to provide the items listed in **Exhibit B**, skill, labor of every description, and all things necessary to carry out and complete in a good, firm, substantial and workmanlike manner the services set forth in the Scope of Services, which is attached hereto and incorporated herein as **Exhibit A**, in accordance with the terms of this Contract (the “Services”). The Services shall be performed in strict conformity with the specifications provided for in the RFP and Proposal, which shall form an essential part of this Contract.

1.2 **Time for Performance.** During the term of this Contract, services provided for by the Contractor shall conform to the Scope of Services of this Agreement. If the completion of this Contract is delayed by actions of the City, then and in such event the time of completion of this Contract shall be extended for such additional time within which to complete the performance of the Contract as is required by such delay. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

1.3 **Changes to Services (“Change Orders”).** From time-to-time, either Party may identify new services that were not included in **Exhibit A, Scope of Services**, or Optional Services as described in **Exhibit A**, or events or increased level of activity may warrant modification to the Services and Compensation. Within a reasonable period of time, the respective Party will notify the other Party of the Services modification opportunity. If agreed to by both Parties, Contractor will, within a reasonable time period (generally within ten (10) business days) provide to the City in writing a price and modification to Services for the proposed addition to Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to the Services described in this Agreement. To be effective, any written change must be signed by the Contractor and by the City in conformity with the authority provisions for amendments as set forth in Section 14.0. Unless otherwise stated in the amendment, Contractor shall invoice the City on the next billing cycle after completion of the addition to the Services, or if the change involves an ongoing new addition to Services, Contractor will include the associated adjustment to

the Compensation and will pro rate the billing in accordance with provisions of Section 2 of this Agreement. All disputes will be handled in accordance with Section 28.0 (Disputes) of this Agreement.

## 2.0 COMPENSATION

2.1 Compensation for Services. In consideration for the provision of Services described herein, the City agrees to pay the Contractor the amounts as stated in **Exhibit C.** The “Baseline Compensation Amount” for this Agreement shall be Nine Hundred and Thirty Four Thousand Nine Hundred and Eighty Five Dollars (\$934,985.00) for services rendered by the Contractor for a period of 12 months. However, since the duration of this Initial Term is from August 1, 2013 to June 30, 2014, a period of 11 months, the total amount of Compensation that is due and owing from the City is Eight Hundred and Fifty Seven Thousand Seventy Dollars (\$857,070.00).

2.2 For the contract years beginning July 1, 2014, the Compensation for the contract year will be negotiated and mutually agreed upon by the Parties or based on the below Baseline Compensation Amount Adjustment Formula. City and Contractor agree that good faith negotiations resulting in mutual agreement are the preferred methodology to be used for calculating the annual increase for the Compensation to be paid by City.

In the event that the City and the Contractor fail to agree by June 1, the Compensation amount for the next contract term will be adjusted using the Baseline Compensation Amount Adjustment Formula shown below. Upon each contract year renegotiation, Corporation shall continue to invoice the City at the previous amount until the new contract year price is agreed upon or determined by the Baseline Compensation Amount Adjustment Formula. Upon written agreement of the Parties as to the new contract year base fee, the Contractor shall issue an invoice retroactively adjusting the previous baseline compensation amount.

### **Baseline Compensation Amount Adjustment Formula**

The Adjusted Baseline Compensation Amount shall be calculated as listed below:

ABF - Adjusted Baseline Compensation Amount (The adjusted amount as determined by the Baseline Compensation Adjustment Formula for the upcoming contract year.)

BF1 - Baseline Compensation Amount (The Compensation Amount for the Current contract year.)

AF - Adjustment Factor as determined by the formula:

$$AF = [((ECI) \times .75) + ((CPI) \times .25)] + 1.0$$

ABF = AF x Baseline Compensation Amount which is the current year compensation

CPI = The twelve month percent change (from April of the prior year to April of the current year) in the Consumer Price Index for All Urban Consumers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR000SA0.

ECI = The twelve month percent change (from the first quarter of the prior year to the first quarter in the current year) in the Employment Cost Index for Total Compensation for Civilians Workers, Not Seasonally Adjusted as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU1010000000000A.

**2.3** Interest Rate for Late Payments. City shall pay interest at an annual rate equal to nine percent (9%) or such other percentage as may be allowed by statute and agreed-upon by the Parties, said amount of interest not to exceed any limitation provided by law, on payments not paid and received within fifteen (15) calendar days, such interest being calculated from the due date of the payment, excluding disputed payments.

**2.4** Compensation for Optional Services. When the City exercises its option to have the Contractor provide any Optional Services, the City shall pay an amount for any Optional Services provided in addition to the Compensation Amount and as mutually agreed upon by the Parties. Unless otherwise agreed by the Parties, the cost of such Optional Services shall be added to the monthly Contractor invoice submitted in the next month following the month in which the Optional Services are actually provided and shall be paid pursuant to the payment processing terms set forth in this Section.

Optional Services shall be billed on a Time and Material basis in accordance with the billing rates listed in the Compensation Table attached hereto as **Exhibit C**. City and Contractor will mutually determine the Professional Level of the professional performing the Optional Services prior to the commencement of performance of such services.

**2.5** Payment Processing.

2.5.1 The Compensation Amount shall be invoiced by the first day of the month in which the Services are being provided. The invoice shall be due and payable to the Contractor by the fifteen of the month. These due dates are listed in **Exhibit C**. In subsequent years, the calculated Adjusted Baseline Compensation Amount will be invoiced by the first (1<sup>st</sup>) of the month and will be due by the fifteenth (15<sup>th</sup>) of the month.

2.5.2 All Contractor invoices shall be sent directly to the City Manager or his/her designee.

2.5.3 Payment by the City shall be deemed made and completed upon hand delivery to the Contractor or designee of the Contractor or upon deposit of such payment or notice in the U.S. Mail, postage pre-paid, addressed to the Contractor or upon electronic deposit.

**2.6** Lease of City Offices. The City shall provide office space within the City Hall or such other City location as agreed upon by the Parties for the Contractor's use while performing Services for the City. Should the City decide to move the office space to a different location, the City agrees to pay for those relocation expenses.

**2.7** Fees. Any and all fees collected by the Contractor as part of the provision of Services, including, but not limited to permit fees, shall be funds of the City and shall be accounted for and delivered to the City Manager in accordance with City policies.

### **3.0 TERM**

3.1 **Term.** This Amended and Restated Agreement will commence on August 1, 2013 and will terminate on June 30, 2014 (the "Initial Term"). Upon commencement, this Amended and Restated Agreement shall be deemed to have superseded and replaced the December 17, 2012 Agreement in its entirety. Pursuant to O.C.G.A. § 36-60-13, this Contract is for an initial term of less than one year without further obligation on the part of either party other than outstanding obligations incurred prior to the expiration of such term. This Contract shall automatically renew for additional terms of one (1) year each for a maximum of three (3) additional yearly terms unless either party notifies the other at least sixty (60) calendar days prior to the conclusion of the initial or any renewal term that it does not wish to renew this Agreement.

3.2 **Contract Extension.** In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for similar services, this Agreement may, with the written consent of Contractor, be extended by the City for a period of ninety (90) calendar days, provided the City has provided Contractor thirty (30) calendar days written notice of such need for contract extension and the parties have mutually agreed upon the compensation to be paid.

### **4.0 INDEPENDENT CONTRACTOR**

4.1 **Independent Contractor Status.** Contractor is and shall remain an independent contractor; not an employee, agent or servant of the City, and Contractor shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, or employer/employee relationship with the City. Services provided by Contractor shall be by employees, agents or subcontractors of Contractor and subject to supervision by

Contractor, and not as officers or employees of City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Agreement shall be the obligation of Contractor.

- 4.2 **Liability for Employment Related Compensation.** The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, sub-contractors, agents, volunteers or representatives, including coverage or benefits related but not limited to local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation insurance; disability, injury, or health insurance; professional liability insurance; errors and omissions insurance; or retirement account contributions in regards to the Contractor provision of Services under this Contract. The Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, the City shall not be called upon to assume any liability for or direct payment of any salaries, wages, contribution to pension funds or retirement accounts, insurance premiums or payments, workers compensation benefits or any other amenities of employment to any of the Contractor's employees or any other liabilities whatsoever. Pursuant to Section 5.0, in the event City is demanded or called upon to assume any such liabilities, Contractor shall indemnify the City for any and all damages and expenses, including legal fees, incurred as a result thereof.
- 4.3 **Licenses, Registrations, Certifications and Permits.** The Contractor shall be responsible for obtaining and maintaining in a valid status, all licenses, registrations, certifications and permits necessary to perform the Services as required by law. Contractor represents to the City that the Contractor and its employees are properly licensed and/or registered within the State of Georgia for the performance of the Services required herein, provided such licensure and/or registration is required by applicable law. Contractor shall provide copies of any such licenses, certifications or permits to the City.
- 4.3 **No Agency.** Neither the City nor the Contractor has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise mutually agreed to in writing. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City without the express knowledge and prior written consent of the City.

## 5.0 INDEMNIFICATION

The Contractor agrees to indemnify, hold harmless and defend the City, its officers, employees and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including attorney's fees)("Claims") to the extent related to or arising out of Contractor's breach of any of the representations and warranties provided herein, Contractor's breach of any of the terms of this Contract, or any negligent or intentional act or omission of the Contractor, its agents, employees, or subcontractors, except for any Claims that arise from the City's sole negligence.

To the extent authorized by law, and without waiving the applicable provisions of Georgia Code, the City shall defend, indemnify and hold harmless the Contractor and affiliates from any and all liability, claims, and demands (including attorneys' fees and expenses) to the extent arising out of an invalid or unconstitutional ordinance or resolution or alleged to be or resulting from the negligent acts or willful misconduct of the City and its affiliates relating to the Services contemplated by this Agreement or the ownership of any City asset upon which Services are provided under the Agreement if the liability, claim, judgment or demand relates to such ownership and not to the provision of Services hereunder. The City shall cause the Contractor to be included as an Additional Insured on the City's liability insurance coverages, including any Subcontractors the City directly contracts with to perform the scope of services as described in Exhibit A for the purposes of the City's obligations hereunder.

## **6.0 INSURANCE**

**6.1 Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the term of this Contract insurance of the kind and in the minimum amounts specified as follows:

6.1.1 Statutory Worker's Compensation and Employers Liability Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by Georgia law. If Contractor is self-insured, Contractor shall additionally provide the City with a certificate from the Georgia Board of Workers' Compensation stating that the Contractor qualifies to pay its own workers' compensation claims.

6.1.2 Comprehensive General Liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

6.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars

(\$1,000,000) per occurrence and in the aggregate with respect to each of the Contractor's owned, hired and non-owned vehicles assigned to or used in performance of Services. The policy shall contain a severability of interests provision. Such insurance coverage must extend to all of Contractor's subcontractors. Such coverage must include all automotive equipment used in the performance of the Contract, both on and off any work site, and such coverage shall include non-ownership and hired cars (vehicles and equipment) coverage. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

6.1.4 Umbrella/Excess Liability insurance with minimum combined single limits of Four Million Dollars (\$4,000,000) per occurrence and in the aggregate. Except for the foregoing limits, such policy shall provide the same coverage set forth in the Comprehensive General Liability insurance. Such insurance shall be endorsed to name the City, and its elected officials, officers, employees and agents as additional insured parties.

## 6.2 **Requirements of Insurance.**

6.2.1 Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

6.2.2 By naming the City as an additional insured on Contractor's insurance policy, the City is only securing protection from liabilities arising out of Contractor's negligence as per the applicable policy. The only insurance policy whereby the City will be listed as an additional insured shall be the Comprehensive General Liability and Comprehensive Automobile policies.

6.2.3 No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

6.2.4 Every policy of insurance shall provide that the City will receive notice no less than thirty (30) calendar days prior to any cancellation, termination, or a material change in such policy.

6.2.5 Proof of required insurance shall be maintained in all equipment and motor vehicles insured in accordance with the provisions of this Contract.

## 6.3 **Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Contract. Failure on the part of the Contractor to obtain and continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Contract upon

which the City may immediately terminate this Contract.

6.4 **Insurance Certificates.** Prior to commencement of the Services, the Contractor shall submit to the City certificates of insurance for all required insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance.

6.5 **Additional Insurance Provisions.**

Contractor will ensure that any and all policies of insurance procured hereunder shall provide for a waiver of subrogation against the City, and Contractor waives any claim against the other arising in contract or tort which is covered by its insurance hereunder.

## 7.0 TERMINATION

7.1 **Annual Appropriation.** Pursuant to O.C.G.A. § 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the City.

7.2 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

7.2.1 The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;

7.2.2 The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;

7.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

7.2.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

7.2.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

- 7.2.6 The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- 7.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.
- 7.3 **Notice of Default.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:
- (i) Immediately terminate the Contract without additional written notice; and/or
  - (ii) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 7.4 **Termination for Convenience.** Either Party may terminate this Agreement for convenience at any time upon one hundred twenty (120) calendar day written notice to the other Party. In the event of a termination for convenience, the other Party shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the other Party. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section 2.0 herein. The City shall have no further liability to Contractor for such termination.
- 7.5 **Payment Limitation in Event of Termination.** In the event of termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor for goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, project close-out costs, termination costs or other costs associated with the performance of the Contract.
- 7.6 **Contractor's Termination Duties.** Upon receipt of notice of termination or upon request of the City, the Contractor shall:
- (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) calendar days of

the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;

(ii) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;

(iii) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;

(iv) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and

(v) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

## **8.0 INTEGRATION**

This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendment to this must be in writing and be signed by both the City and the Contractor.

## **9.0 PERFORMANCE ISSUES WITH CONTRACTOR AND CONTRACTOR'S EMPLOYEES.**

Based upon the Contractor's representations herein and its Proposal, and the City specifications herein regarding the Services, the Contractor offers the City the following process by which the Contractor will resolve issues of dissatisfaction by the City when a Contractor employee, including an employee designated solely to the City, is failing to effectively perform services hereunder. Utilizing an objective standard based upon job performance and/or the requirements of Section 10.0 of this Agreement, which may include, but is not limited to, behavior which brings discredit upon the City, the City Manager shall have the right to reasonably request any Contractor or Contractor employee be prohibited or reasonably limited, in any manner, from performing services for the City. The City Manager shall notify the Contractor should any personnel or employment problem arise with regard to any such person performing Services under this Agreement. The notification shall include the known facts which give rise to the problem, and may include a request by the City that the Contractor transfer or otherwise reassign such employee out of service to the City.

Thereafter, representatives of the Contractor and the City shall meet to discuss possible remedies the Contractor might voluntarily offer to address the problems experienced by the City in accordance with the dispute resolution provisions of Section 26. If problems persist after the conclusion of any Upper Management resolution meeting, and provided the City Manager has

notified the Contractor of the City's continuing dissatisfaction, the Contractor offers to remove any Contractor employee from performing any work for the City. By its signature to this Agreement, the City accepts the Contractor's offer of this process. Nothing in this Agreement shall be construed to abrogate in whole or in part the right of the Contractor to hire, discipline, terminate, assign or otherwise manage or control its workforce, except that any employee assigned to Peachtree Corners on a full time basis shall not be assigned elsewhere or utilized as part of another contract.

## **10.0 WORKLOAD INDICATORS**

- 10.1 Measurement of Performance.** In performing hereunder, the Contractor shall provide all of the Services in a timely and professional manner and shall use that degree of care, skill and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Georgia. In addition, more workload indicators of Contractor performance are included in this Agreement and referenced in **Exhibit A**.
- 10.2 Reporting.** In addition to any reporting requirements contained in **Exhibit A**, the Contractor will report regularly to and at the request of the Community Development Director on Services rendered under this Agreement, as follows:
- 10.2.1 Monthly, no later than twentieth (20<sup>th</sup>) of each month, Contractor shall provide the Community Development Director with a written report detailing the activities of Contractor in providing Services hereunder.
- 10.2.2 Oral reports to the Community Development Director shall be made more frequently than written reports as determined by the Community Development Director. The Contractor agrees to fulfill any additional reasonable reporting requests made by the City Council through the Program Manager or designee. The Program Manager or his designee and the Community Development Director shall remain in daily communication throughout the term of this Agreement for the purpose of discussing Service goals, Service delivery and any other issues that may arise under this Agreement or be related to the provision of Services. In the event of an absence of either the Program Manager or the Community Development Director due to illness, vacation or other reason, a designee shall be named who shall be responsible for compliance with this Agreement.
- 10.2.3 Any changes to the format and method of delivery for any reports required hereunder shall be as approved by the Community Development Director and shall be agreed upon sixty (60) calendar days in advance of the changes taking effect.
- 10.3 Force Majeure.** Neither Party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical

or impossible, or unpredictably and abnormally difficult or costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, acts of God, civil unrest, failure of a third party to cooperate in providing services other than Contractor's Subcontractors, or other occurrences beyond the reasonable control of the party invoking this Force Majeure clause. The Party invoking this Force Majeure clause shall notify the other Party immediately by verbal communication and in writing of the nature and extent of the contingency within five (5) business days after its occurrence or discovery of its occurrence, and shall take reasonable measures to mitigate any impact of the event that triggered the invoking of this Force Majeure clause. If the Force Majeure event shall impact schedule or increase the costs incurred by Contractor, such items shall be handled in accordance with Section 1.4 (Changes to Services).

## **11.0 COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

## **12.0 COMPLIANCE WITH ALL LAWS AND LICENSES**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

### **12.1 Federal Requirements.**

#### **12.1.1 Federal Compliance Regulations**

Federal regulations apply to all City of Peachtree Corners contracts for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

1. Equal Employment Opportunity – The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
2. Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract;

3. Retention of all required records for three (3) years after the City makes final payment and all other pending matters are closed.

12.2 **Georgia Security and Immigration Compliance Act.** Contractor agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. §§ 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>, as further set forth in the certification attached as **Exhibit D**. Additionally, Contractor represents that it has complied with any and all requirements of § 50-36-1 prior to the submittal of the Proposal and execution of this Contract.

### **13.0 ASSIGNMENT AND SUBCONTRACTORS**

The Contractor shall not assign or subcontract the whole or any part of this Contract without the City’s prior written consent, except Contractor may subcontract a portion of the Services if same has been expressly provided for in the Proposal by providing the name of the subcontractor and the portion of Services being subcontracted. In the event subcontractors are utilized by Contractor for the performance of certain services hereunder, the engagement or use of subcontractors will not relieve or excuse the Contractor from performance of any obligations imposed in accordance with this Contract and Contractor shall remain solely responsible for ensuring that any subcontractors engaged to perform services hereunder by Contractor shall perform such services in accordance with all terms and conditions of this Contract.

### **14.0 AMENDMENTS**

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

### **15.0 DRUG-FREE WORK PLACE**

Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

(1) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement;

(2) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

(3) Contractor, including its employees, agents and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

## **16.0 POLICY OF NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for the provision or denial of employment or service delivery.

## **17.0 CONFLICTS OF INTEREST/COLLUSION/CONTINGENT FEES**

17.1 Neither Contractor nor any of its officers, employees, agents or representatives shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

17.2 Neither Contractor nor any of its directors, officers, employees, agents or representatives shall obtain any kickbacks or benefits for itself, themselves or other clients as a result of any City purchases or transactions.

17.3 Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion.

17.4 Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in

preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

## **18.0 PUBLIC RECORDS**

Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to the City, subject to the provision of O.C.G.A. §50-14-1 *et seq.*, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law. Contractor's willful failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Contract by the City. Contractor agrees to retain all public records in accordance with the City's records retention and disposal policies, O.C.G.A. 50-18-92 *et seq.* and the Georgia Administrative Code. Nothing contained herein shall limit the Contractor's right to defend against disclosure of records alleged to be public.

## **19.0 AUDIT RIGHTS**

The City may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Scope of Services or Enhanced Services by Contractor under this Contract, audit, or cause to be audited, those books and records of Contractor that are related to Contractor's performance under this Contract, excluding all financial records unless related to direct cost reimbursable expenses or other matters contemplated herein, including buyout provisions, unless a court of competent jurisdiction orders disclosure of such information. Contractor agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Restated Agreement. Contractor shall make all necessary books and records available for audit in Gwinnett County, Georgia.

## **20.0 OWNERSHIP OF DOCUMENTS**

Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City of Peachtree Corners upon delivery and shall not be made subject to any copyright by the Contractor unless authorized by the City. Other materials, statistical data derived from other clients and other client projects, software, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement shall not be owned by the City and may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Georgia Open Records Act, to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

## **21.0 USE OF CITY LOGO**

To the extent requested by the City Manager, the City logo shall be displayed by Contractor on equipment and vehicles while being used in providing Services hereunder, in a format, size and color approved and provided by the City; provided however, the City logo shall not be used on any such equipment and vehicles when Contractor is not providing Services. All use of the City's logo shall be approved by the City Manager or his designee.

## **22.0 CONFIDENTIAL INFORMATION**

- 22.1 **Access to Confidential Data.** The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that certain information received pursuant to the Contract is confidential when so designated by the City. The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
- 22.2 **No Dissemination of Confidential Data.** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.
- 22.3 **Subpoena.** In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 22.4 **Reporting of Unauthorized Disclosure.** The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 22.5 **Survives Termination.** The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

## **23.0 NOTICES**

Any notice required or permitted by this Contract shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other party or parties. Such notice shall be deemed to have been given when deposited in the United States Mail.

**If to the City:**

City Manager  
City of Peachtree Corners  
147 Technology Parkway  
Peachtree Corners, GA 30092

**If to Contractor:**

CH2M HILL Engineers, Inc.  
  
9191 S. Jamaica Street  
Englewood, CO 80112  
Attn: OMBG Contracts Manager

With a copy to:

City Attorney  
City of Peachtree Corners  
147 Technology Parkway  
Peachtree Corners, GA 30092

OMBG Corporate Council  
CH2M HILL  
9191 S. Jamaica Street  
Englewood, CO 80112

**24.0 GOVERNING LAW**

This Contract shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Gwinnett County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract; provided however, if federal jurisdiction governs any such dispute, venue shall be in the United States District Court, Northern District of Georgia.

**25.0 ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties with respect to the subject matter contained herein. All prior agreements, representations, statements, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained or otherwise incorporated herein.

**26.0 DISPUTES**

**26.1** Key Personnel Resolution Meeting. In the event that a Party believes there is a controversy or dispute regarding this Agreement or any of its terms, conditions or obligations, the Program Manager and the City Manager shall meet and attempt to reach resolution on such dispute within the timeframe for such meeting requested by the aggrieved Party.

**26.2** Upper Management Resolution Meeting. If, following the Key Personnel Resolution Meeting, either Party remains aggrieved, such Party may request a

meeting between the City Manager to represent the City and Vice President of Contractor, to represent the Contractor, who shall jointly convene to discuss such dispute and shall make a good faith effort to resolve any issues within a period of thirty (30) calendar days following the request for such Upper Management Resolution Meeting.

**26.3** Mediation. If a compromise is not negotiated within thirty (30) calendar days as provided in Section 10.2, the parties shall refer the matter to non-binding mediation. The mediator shall be selected by joint agreement of the Parties within thirty (30) calendar days of the date of the Upper Management Resolution Meeting and such mediation shall be scheduled to occur as soon as is reasonably possible, depending on the nature of the dispute. Each party shall pay fifty percent (50%) of the third party costs of mediation.

**26.4** Litigation. In the event that the mediator is not able to resolve the dispute, either Party may file for litigation as per Section 26.0.

**26.5** Continuation of Services. Unless otherwise agreed in writing, Contractor shall continue to provide Services during any dispute resolution proceedings. If Contractor continues to perform, City shall continue to make payments in accordance with this Agreement.

## **27.0 CITY AND CONTRACTOR COORDINATION**

**27.1** City Representatives. The Community Development Director shall be the City's primary representative and point of contact for all regular reports, work orders and amendments to Services allowable under this Agreement in the agreed-upon format between the City and the Contractor. The City Manager has the authority and authorization to direct Contractor regarding the Services under this Agreement. The City Manager shall serve as the City's representative for the processing of all invoices.

**27.2** Contractor Program Manager. The Contractor will assign a Program Manager who shall be the Contractor's primary representative and the point of contact for all Service matters and amendments to Services allowable under this Agreement.

**27.3** Program Manager Duties. The Program Manager shall, among other duties specified by the City Manager:

A. Act as liaison between the City staff and Contractor;

B. Attend City staff meetings, City Council meetings, and any agenda meetings at which attendance by the Program Manager is deemed necessary by the City Manager or Community Development Director regarding the Services under this Agreement;

- C. Provide information to Mayor or City Manager and City Council on all issues relevant and applicable to the City, its officials, its constituents or to its status as a municipal corporation regarding the Services under this Agreement;
- D. Assist the City in all relations with other City departments, other contractors, subcontractors and external organizations, including other governmental entities and relevant professional organizations regarding the Services under this Agreement; and
- E. Program Manager shall exercise best efforts to keep City timely informed about the progress of the Services and about any anticipated delays known to Contractor whether or not such delays are within or outside Contractor's control. Contractor shall work closely with the designated personnel of the City to ensure that the Services and Program works are conducted in full compliance with the intended concepts and directions of the City.
- F. When so directed by the Community Development Director to carry out such other duties and responsibilities as are necessary to fulfill Services under **Exhibit A**, as long as such duties are not in conflict with Contractor's obligations under this Agreement and do not expand Contractor's obligations under this Agreement.

27.4 Representatives Meetings. The Community Development Director and Program Manager shall meet together no less than once a month to review the Services rendered, future service plans and performance compliance with this Agreement. The Regional Director of Operations for the Contractor will meet once a quarter with City Manager. The frequency of such meetings may be increased at the request of either party or decreased by mutual agreement of the two representatives.

27.5 City Manager Review. All mass communications to City residents shall first be reviewed and approved by the City Manager or his/her designee.

**IN WITNESS WHEREOF**, the parties hereto have caused this Contract to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

**CH2M HILL ENGINEERS, INC.**

\_\_\_\_\_  
By:

\_\_\_\_\_  
DATE

ATTEST

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DATE

**CITY OF PEACHTREE CORNERS**

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By: Mike Mason  
Mayor

DATE

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By: Joan Jones  
Acting City Clerk

DATE

Approved as to form and legal  
sufficiency subject to execution  
by the parties:

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By: William F. Riley  
City Attorney

DATE

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **A. Zoning Administration**

1. Administer all aspects of the City's Zoning Ordinance and other related ordinances, including, but not limited to, reviewing and recommending revisions and updates to the Director and providing interpretations of the provisions of the ordinance(s).
2. Respond to inquiries from the general public regarding land development activities and allowed zoning activities within the City.
3. Provide information to builders, designers, homeowners, and others concerning development codes and other zoning regulations.
4. Recommend policies and procedures regarding planning, zoning and other development related activities. Prepare and recommend schedules and timeframes for processing such matters.
5. Prepare an analysis for each administrative modification or administrative variance filed based on the standards of the City Ordinance and the approved schedule. Process each administrative modification or administrative variance, coordinating with applicants, owners, and contractors.
6. Provide support to the City Attorney on all Zoning related litigation.
7. Coordinate and administer the printing and delivery of signs and other notifications required by law regarding requests for zoning, use permits, variances, and any other actions requiring advertising.

#### **B. Planning Administration**

1. Provide information to the public and to applicants on the public hearing and development process.
2. Process applications for public hearings, prepare draft staff reports, and assist the Community Development Director in the preparation of advertisements and notifications. Workload indicator: provide services for up to 120 cases requiring public hearings each year.
3. Manage plans, paper files, and electronic files to ensure proper labeling and storage for archival purposes.
4. Prepare reports and studies and perform research as needed.

5. Coordinate with Gwinnett County on site-specific zoning conditions and establish database to be used in the City's GIS system.

**C. Arborist/ Erosion Control Administration**

1. Receive, process, and review submitted site development plans for compliance with all applicable codes and regulations, including the Chattahoochee River Corridor, within the approved time limits established by the City.  
Workload indicator: Process up to 55 Land Disturbance Permit applications annually.
2. Coordinate development plan review and permitting with other agencies, including but not limited to Gwinnett County Traffic and Transportation, Georgia Department of Transportation, Gwinnett Health Department, Gwinnett County Fire Marshal, Georgia Environmental Protection Division, and applicants' engineering consultants.
3. Under the direction of the Director, for submitted site development plans, provide letter stipulating plan corrections required in order to obtain a land disturbance permit, or issue land disturbance permits when plans comply with applicable codes and regulations.
4. Review and coordinate the processing of applications for temporary outdoor activities, zoning certifications, and address assignments regulated by the City's Zoning Code.  
Workload indicator: Review up to an average of 20 applications per month.
5. Perform preliminary site evaluations as needed and meet with applicants on site to review proposed projects.
6. Respond to complaints in a timely manner concerning drainage, water runoff, erosion, tree removal and other site related matters.
7. Inspect and approve location of tree protection fencing, erosion control measures, and other pre-construction protection and site stabilization activities.
8. Inspect and approve land disturbance activities during construction.
9. Conduct soil erosion and sedimentation control inspections.
10. Assess condition of trees and other plant material in response to development activity and permit applications. Evaluate trees and tree preservation areas, including determination of specimen trees to be saved.
11. Review, provide comments, and approve landscape plans and buffer plans. Respond to questions and provide interpretations regarding the buffer and tree regulations.
12. Review, inspect, and approve completed development activities for compliance with zoning code, development regulations, and overlay district regulations prior to issuance of certificates of occupancy.

#### **D. Code Enforcement**

1. Enforce all City ordinances relating to real properties, trees, and signs. Such ordinances include regulations pertaining to zoning and property maintenance, but are not limited to conditions such as:
  - a. Abandoned vehicles.
  - b. Trash.
  - c. Illegal dumping.
  - d. Overgrown properties.
  - e. Deforestation or tree removal.
  - f. Outdoor storage.
  - g. Erosion or sedimentation violations.
  - h. Use of property inconsistent with zoning.
  - i. Illegal signs.
  - j. Building code violations.
  - k. Zoning violations or construction without an approved permit.
  - l. Vacant properties.
  - m. Unlicensed business activity.
  
2. Create case files and maintain daily activity logs for all code enforcement activities.  
Workload indicator: Initiate enforcement activity on up to an average of twelve cases per day.
  
3. Issue Notices, process violations, and present City's case in court.
  
4. Respond to complaints and investigate reports regarding conditions within the City including, but not limited to, the following:
  - a. Residential conditions.
  - b. Animals.
  - c. Abandoned vehicles.
  - d. Potholes.
  - e. Graffiti.
  - f. Nuisance.
  - g. Traffic signals.
  - h. Street lights.
  - i. Sidewalk repairs.
  - j. Unlicensed business activity.
  - k. General complaints.
  
5. Respond to inquiries from the general public regarding property maintenance codes and code enforcement procedures.

**E. Licenses and Revenue**

1. Provide information and respond to inquiries regarding business licenses, alcoholic beverage licenses, and alcohol excise taxes.
2. Receive and process applications for business licenses and alcoholic beverage licenses in compliance with all applicable regulations.  
Workload indicator: Contractor will receive and process applications and renewals for an average of 2,000 business licenses and alcoholic beverage licenses per year.
3. Perform inspections of business premises to ensure compliance with business license requirements and zoning regulations.
4. Issue renewal business license and alcoholic beverage license notices and process renewal applications.
5. Manage the City's business license data and maintain associated records.
6. Receive and process applications for Special Event Alcohol Permits.
7. Process payments for Outdoor Activity Permits, public hearings, Open Records Requests, commercial solid waste franchise fees, and zoning applications.
8. Maintain electronic files, manage information, perform research, and generate reports concerning business and alcoholic beverage licenses and alcohol excise taxes in the City.

**F. Financial Management**

Assist the City Manager with the following:

1. Perform journal entries for transfers and deposits. Maintain General Ledger accounts.
2. Prepare monthly bank reconciliations and general ledger account reconciliations.
3. Prepare daily bank deposits.
4. Prepare municipal court dockets, assist judge with administration of court sessions, and collect and record fines.  
Workload indicator: Assist with up to two court sessions per month.
5. Prepare routine reports on the status of City accounts and finances, including monthly financial statements.
6. Coordinate requests for information technology services to City's information technology contractor from City Hall staff.

## Optional Services

- A. Code Enforcement Sweeps** –Code Enforcement staff will team up with Building Inspectors, Land Development Inspectors, and Fire Inspectors to implement an exterior sweep of multi-family properties, service stations, convenience stores, or specific neighborhoods to address safety, health, and code violations. At the City’s request, CH2M HILL will prepare a comprehensive report listing conditions that require abatement and present to the property owners or property management. CH2M HILL will monitor the property until conditions reach full compliance. .
- B. Solid Waste Management** – CH2M HILL will prepare plans, create processes, and oversee enforcement of residential and commercial solid waste services to ensure compliance with City ordinances.CH2M HILL will assist with implementation of the City’s Solid Waste Management Plan, and will plan and execute Solid Waste Management activities such as specialized recycling events.
- C. Citizen Response Center** – A central resource for receiving and handling citizen requests for information and service, the Citizen Response Center answers incoming phone calls to the City and ensures citizens immediately get the answers and resources they need. CH2M HILL will document protocols and procedures for every City function and use these to address seventy five percent (75%) of all requests without having to transfer the caller. CH2M HILL will create work orders for service requests that are called in and provide regular reports on types of requests, call volume by department and function, and other critical management information.
- D. Stormwater Plan Review** - CH2M HILL will provide stormwater plan review conducted by a licensed professional engineer. CH2M HILL will review plans to ensure compliance with all applicable federal, state, and local stormwater requirements. The Stormwater Plan Review Optional Services will be billed in accordance with the “Optional Services-Storm Water Plan Review Billing Rates” table in **Exhibit C**. This review will include:
- a. Verify the proposed pipe network is properly designed in terms of pipe dimensions, slope, location and structure type;
  - b. Check gutter spread calculations;
  - c. Verify all state waters on the site and ensure that state and local stream buffers are adhered to;
  - d. Review hydrology study and verify compliance with state and local detention standards;
  - e. Verify the proposed site meets state requirements for water quality remediation;
  - f. Review floodplain determination and verify that land disturbance complies with local ordinances regarding encroachment within the floodplain;

g. Analyze potential impacts to downstream properties.

- E. Transportation and ROW Services** – CH2M HILL will provide services related to roads, bridges, sidewalks, and trails, including identifying capital projects, concepts, budgets, cost estimates, and priorities; programming capital projects and road improvements; identifying and obtaining funding for projects; working with outside agencies such as Georgia Department of Transportation, Atlanta Regional Commission, and Gwinnett County; and acquiring right-of-way for projects.
- F. Traffic Signal Management** – Concerning traffic signals, signal maintenance, timing, upgrades, interconnection of signals, improvement projects, and other signal-related issues, CH2M HILL will advise the City; will prepare studies, reports, specifications and other documents; will oversee contractors implementing such work; and will work with Gwinnett County, the Georgia Department of Transportation, and other agencies on behalf of the City to improve traffic flow and vehicle safety.
- G. Landscape Architecture Services** – CH2M HILL will provide consulting services at the City’s request related to landscaping, trees, drainage, landscape design, and other matters related to landscape architecture.
- H. Program and/or Construction Management** – CH2M HILL will oversee capital construction projects, including development of specifications, selecting designers and contractors, managing project budgets, monitoring contractors’ work progress and quality, and reporting to appropriate agencies.
- I. Special Events** – CH2M HILL will assist the City with planning, coordinating, scheduling, and implementing City-sponsored special events such as festivals, parades, recognitions, and ceremonies.
- J. Document Scanning** – CH2M HILL will use City equipment and software to scan and categorize documents for electronic record-keeping.

## **EXHIBIT B**

In Order to accommodate the Scope of Services, the Parties agree to provide the following in support of personnel and service delivery:

Contractor:

1. Personnel
  - a. 5- Long Sleeve and 5-short sleeve PC logo shirts; 1-PC rain jacket; 1 PC-logo cap for each code enforcement officer and erosion control/arborist
  - b. Camera for each code enforcement officer
  - c. 3 vehicles for use by assigned staff (i.e. Ford F-150 or similar pick-up truck or small sedan for pool vehicle).
  - d. Professional fees for mandatory continuing education and to maintain certifications
  - e. Professional organization fees to organizations such as GACE that offer continuing education credits for certified personnel
  - f. Minimum reimbursement necessary for travel and expenses associated with certification renewal and/ or maintenance
  - g. Cell phones for each code enforcement officer and plan development inspector
  - h. Laptops for each code enforcement officers
  - i. Badges for code enforcement officers
  - j. Tools for field personnel
  - k. Personal Protective Equipment for field personnel
2. Service Delivery
  - a. Vehicle repair and maintenance
  - b. Business license forms
  - c. Specialized printing for documents produced in bulk such as Notices of Violations, court Summonses, and Business License certificates
  - d. Printing for standard forms, permit, applications, documents and reports

City – will provide the following in support of personnel and delivery:

1. Personnel
  - a. Computer hardware and software for all personnel
  - b. Telephones for all personnel
  - c. Furniture/work station for all personnel
2. Service Delivery
  - a. Standard office equipment including copy, fax and scan machines
  - b. Small office equipment as needed
  - c. Maintenance and repair of all city provided equipment
  - d. Rent, utilities and facility expenses
  - e. Break room supplies
  - f. Postage

- g. Mileage reimbursement for use of personal vehicles for City business at the standard Federal Government rate, only when the three vehicles provided above are not available for use
- h. Expenses associated with public hearings, including postage for mail notices, signs, and newspaper advertisements for public hearings
- i. Standard office supplies, such as paper, letterhead, pens, etc.
- j. Materials reimbursement for Optional Services.

## EXHIBIT C

### COMPENSATION TABLE

<b>INVOICE BILLING DATE</b>	<b>INVOICE DUE DATE</b>	<b>AMOUNT DUE</b>
August 1, 2013	August 15, 2013	\$77,915.00
September 1, 2013	September 15, 2013	\$77,915.00
October 1, 2013	October 15, 2013	\$77,915.00
November 1, 2013	November 15, 2013	\$77,915.00
December 1, 2013	December 15, 2013	\$77,915.00
January 1, 2014	January 15, 2014	\$77,915.00
February 1, 2014	February 15, 2014	\$77,915.00
March 1, 2014	March 15, 2014	\$77,915.00
April 1, 2014	April 15, 2014	\$77,915.00
May 1, 2014	May 15, 2014	\$77,915.00
June 1, 2014	June 15, 2014	\$77,915.00

### OPTIONAL SERVICES

<b>Professional Level</b>	<b>Qualifications</b>	<b>Client Cost/Hr</b>
Tier 1	Administrative support	\$ 60.00
Tier 2	Professionals, field-level supervisors	\$ 90.00
Tier 3	Managers, trainers	\$ 125.00
Tier 4	Senior leadership and subject matter experts	\$ 170.00

**OPTIONAL SERVICES-STORMWATER PLAN REVIEW BILLING RATES**

<b>Land Area of Proposed Development Under Review</b>	<b>Price</b>
Up to 1 Acre	\$875.00
1.01 Acres-to 4.99 Acres	\$1,250.00
5.0 Acres to 9.99 Acres	\$1,500.00
Greater than 10 acres	\$2,000.00
Additional Review (beyond initial review and two follow up reviews)	\$500.00 each

**EXHIBIT D**

**O.C.G.A. § 50-36-1(e)(2) Affidavit**

By executing this affidavit under oath, as an applicant for a(n) Contract Agreement for Services [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from City of Peachtree Corners, Georgia, the undersigned applicant verifies one of the following with respect to my application for a public benefit:

- 1) \_\_\_\_\_ I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is:\_\_\_\_\_.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
\_\_\_\_\_.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_