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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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**August 6, 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 16, 2013**

**F) CONSIDERATION OF MEETING AGENDA**

**G) PUBLIC COMMENTS**

**H) CONSENT AGENDA - No Items**

**I) REPORTS AND PRESENTATIONS**

1. **Mary Kay Murphy** Presentation on the result of the School Board's Strategic Plan
2. **Diana Wheeler** Comprehensive Plan update presented by Pond and Company

**J) NEW BUSINESS**

1. **R2013-08-15** A Resolution of the Mayor and Council of the City of Peachtree Corners, Georgia establishing a tree bank program in conjunction with sec. 5.3.4 of the City of Peachtree Corners buffer, landscape, and tree ordinance.
2. **Action Item** Consideration of an Intergovernmental agreement for use and distribution of proceeds generated by the 2013 special purpose local option Sales tax referendum.
3. **Action Item** Consideration of agreement with Waste Pro of Georgia for residential solid waste collection, disposal, and recycling services.

- 4. Action Item** Consideration of Alcoholic Beverage License Application for Courtyard by Marriott located at 32509 Holcomb Bridge Rd., Peachtree Corners, Georgia, 30092. Applicant is requesting approval for a Retail Package Malt Beverage license.
  
- 5. Action Item** Consideration of Alcoholic Beverage License Application for Wal-Mart Neighborhood Market #3070 located at 5025 Winters Chapel Rd., Peachtree Corners, Georgia, 30092. Applicant is requesting approval for a Retail Package Wine and Malt Beverage license.

**L) EXECUTIVE SESSION**

**M) ADJOURNMENT**

**CITY OF PEACHTREE CORNERS**  
**COUNCIL MEETING**  
**July 16, 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	Bill Riley
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 introduced the City’s Summer Inter, Mary Kate Byrne, a senior at The Marist School.

**MINUTES:**

**MOTION TO APPROVE THE MINUTES FROM THE JULY 2, 2013 COUNCIL MEETING.**

**By: Council Member Christopher**

**Seconded by: Council Member Gratwick**

**Vote: (6-0) (Christopher, Gratwick, Mason, Sadd, Wright, Lowe)**

**CONSIDERATION OF THE MEETING AGENDA:**

There was no change in the agenda.

**PUBLIC COMMENT:** There was no public comment.

**REPORTS and PRESENTATIONS:** Community Development Director, Diana Wheeler, a provided her report on staff activities that occurred during the period of July 1, 2013 – July 12, 2013. These activities included, among other items, a meeting with Partnership Gwinnett, meeting with representatives of a Senior Living project, working with Pond to finalize Comprehensive Plan goals, and responding to phone calls and e-mails from residents, business people and others.

**OLD BUSINESS:**

**ACTION ITEM**

Consideration of Intergovernmental Agreement with Gwinnett County for Hotel/Motel Tax.

**MOTION TO APPROVE THE INTERGOVERNMENTAL AGREEMENT WITH GWINNETT COUNTY FOR HOTEL/MOTEL TAX.**

**By: Council Member Gratwick**

**Seconded by: Council Member Sadd**

**Vote: (6-0) (Gratwick, Sadd, Mason, Wright, Lowe, Christopher)**

**ACTION ITEM**

Consideration of Agreement with the Gwinnett Convention & Visitors Bureau.

**MOTION TO APPROVE THE AGREEMENT WITH THE GWINNETT CONVENTION & VISITORS BUREAU.**

**By: Council Member Gratwick**

**Seconded by: Council Member Christopher**

**Vote: (6-0) (Gratwick, Christopher, Mason, Sadd, Lowe, Wright)**

(Councilwoman Aulbach now present)

**NEW BUSINESS:**

**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.

**MOTION TO APPROVE THE MAYOR'S LETTER TO THE DEPARTMENT OF COMMUNITY AFFAIRS REQUESTING LESS DEVELOPED CENSUS**

**DRAFT COPY**

**TRACT DESIGNATION FOR A SPECIFIED AREA OF THE CITY IN ORDER TO PROMOTE JOB GROWTH AND PROVIDE TAX INCENTIVES FOR BUSINESS DEVELOPMENT.**

**By: Council Member Lowe**

**Seconded by: Council Member Sadd**

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

**ACTION ITEM**

Consideration for approval of the amended and Restated Contract Agreement between the City of Peachtree Corners and CH2MHill Engineers, Inc. (CH2MHill)

**MOTION TO APPROVE THE AMENDED AND RESTATED CONTRACT AGREEMENT BETWEEN THE CITY OF PEACHTREE CORNERS AND CH2MHill.**

**By: Council Member Sadd**

**Seconded by: Council Member Aulbach**

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

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

**ADJOURNMENT:**

**MOTION TO ADJOURN AT 7:15 PM.**

**By: Council Member Lowe**

**Seconded by: Council Member Sadd**

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

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 7/22/13 – 8/2/13.

- A. Meetings with:
  - 1. September public hearing applicants
  - 2. Property broker regarding property rezoning
  - 3. Representatives of a new restaurant project
- B. Worked on a 'Quick Reference Guide' to property maintenance, zoning, and signage
- C. Reviewed and finalized draft of completed 2033 Comprehensive Plan
- D. Contacted Gwinnett Corrections Department to assist with clean-up of Peachtree Corners Circle
- E. Prepared Tree Bank Resolution
- F. Prepared badges and business cards for board members
- G. Prepared lobby modification plan to accommodate new business license window
- H. Responded to phone calls and e-mails from residents, business people, and others

**Processed the following permit applications:**

- |     |           |                                  |                                |                    |
|-----|-----------|----------------------------------|--------------------------------|--------------------|
| 1.  | 7/22/2013 | VICKY SIGN INC                   | 3780 HOLCOMB BRIDGE RD STE A   | PERMANENT SIGN     |
| 2.  | 7/22/2013 | PEACHTREE RESIDENTIAL PROPERTIES | 5227 BROADWOOD AVENUE          | NEW HOMES          |
| 3.  | 7/22/2013 | PEACHTREE RESIDENTIAL PROPERTIES | 5369 BROADWOOD AVENUE          | NEW HOMES          |
| 4.  | 7/22/2013 | VOSE CONSTRUCTION                | 3380 HOLCOMB BRIDGE RD         | ELECTRIC           |
| 5.  | 7/23/2013 | MARIETTA SIGNS                   | 6760 JIMMY CARTER BLVD STE 130 | PERMANENT SIGN     |
| 6.  | 7/23/2013 | MARIETTA SIGNS                   | 6760 JIMMY CARTER BLVD STE 130 | PERMANENT SIGN     |
| 7.  | 7/24/2013 | PAT DOTSON BLDR,INC              | 6470 SPALDING DRIVE STE E&G    | INTERIOR FINISH    |
| 8.  | 7/24/2013 | T K ELECTRIC                     | 3780 HOLCOMB BRIDGE RD STE A   | ELECTRIC           |
| 9.  | 7/24/2013 | BEST CHOICE ROOFING              | 3595 SPALDING CHASE DRIVE      | REROOF             |
| 10. | 7/24/2013 | KEITH SELLERS CONSTRUCTION       | 4015 WETHERBURN WAY BLDG A;    | INTERIOR FINISH    |
| 11. | 7/24/2013 | WILLCO CONTRACTING               | 3274 MEDLOCK BRIDGE RD STE B   | INTERIOR FINISH    |
| 12. | 7/25/2013 | SOLUTIONS RESTORATION INC        | 5424 MANTEO INLET              | REMODEL            |
| 13. | 7/25/2013 | MARATHON ELECTRIC                | 4506 WOOD FOREST DRIVE         | ELECTRIC           |
| 14. | 7/25/2013 | MARATHON ELECTRIC                | 5227 BROADWOOD AVENUE          | ELECTRIC           |
| 15. | 7/25/2013 | MARATHON ELECTRIC                | 5369 BROADWOOD AVENUE          | ELECTRIC           |
| 16. | 7/25/2013 | EXCEL FEDERAL CREDIT UNION       | 5070 PEACHTREE IND BLVD        | TEMP. SIGN         |
| 17. | 7/25/2013 | EXCEL FEDERAL CREDIT UNION       | 5070 PEACHTREE IND BLVD        | TEMP. OUTDOOR ACT. |

18.	7/26/2013	STORM ELECTRICAL	5450 PEACHTREE PKWY STE 1F	ELECTRICAL PERMIT
19.	7/26/2013	CRÈME DE LA CRÈME	4785 PEACHTREE CORNERS CIR	TEMPORARY SIGN
20.	7/29/2013	OTHONIEL PADILLA	3653 ARNSDALE DRIVE	SINGLE FAMILY HOME
21.	7/29/2013	MME CONSTRUCTION GROUP	5019 BRIDGEPORT WAY	DECK/PORCH ADDIT.
22.	7/29/2013	J CHAMBERLAIN ELECTRIC	5834 PEACHTREE CORNERS EAST	ELECTRICAL PERMIT
23.	7/30/2013	SALVATION DELIVERANCE CHURCH	3250 PEACHTREE COR CIR	TEMP. OUTDOOR ACT.
24.	7/30/2013	K M HOMES, LLC	5910 NORFOLK CHASE RD	NEW TOWNHOME
25.	7/30/2013	K M HOMES, LLC	5912 NORFOLK CHASE RD	NEW TOWNHOME
26.	7/30/2013	K M HOMES, LLC	5914 NORFOLK CHASE RD	NEW TOWNHOME
27.	7/30/2013	K M HOMES, LLC	5916 NORFOLK CHASE RD	NEW TOWNHOME
28.	7/30/2013	K M HOMES, LLC	5918 NORFOLK CHASE RD	NEW TOWNHOME
29.	7/30/2013	K M HOMES, LLC	5920 NORFOLK CHASE RD	NEW TOWNHOME
30.	7/30/2013	TRIMEN ENTERPRISES	5270 PEACHTREE PKWY STE 114A	INTERIOR FINISH
31.	7/30/2013	JERAIRE M & E SERVICES	6640 BAY CIRCLE	HVAC
32.	7/30/2013	LENNY'S SUB SHOP	3384 HOLCOMB BRIDGE RD STE A	TEMPORARY SIGN
33.	7/30/2013	SUPERIOR PLUMBING SERVICES,INC	5532 BRINSON WAY	PLUMBING
34.	7/30/2013	DR. BETTY DILLON,DDS	6460 SPALDING DRIVE	TEMPORARY SIGN
35.	7/30/2013	HENRY INCORPORATED	3341 PEACHTREE CORNERS CIR	PERMANENT SIGN
36.	7/31/2013	HAYWOOD ELECTRIC	5910 NORFOLK CHASE RD	ELECTRICAL
37.	7/31/2013	HAYWOOD ELECTRIC	5912 NORFOLK CHASE RD	ELECTRICAL
38.	7/31/2013	HAYWOOD ELECTRIC	5914 NORFOLK CHASE RD	ELECTRICAL
39.	7/31/2013	HAYWOOD ELECTRIC	5916 NORFOLK CHASE RD	ELECTRICAL
40.	7/31/2013	HAYWOOD ELECTRIC	5918 NORFOLK CHASE RD	ELECTRICAL
41.	7/31/2013	HAYWOOD ELECTRIC	5920 NORFOLK CHASE RD	ELECTRICAL
42.	7/31/2013	LEVIN INDUSTRIES	3850 HOLCOMB BRIDGE RD STE 700	PERMANENT SIGN
43.	8/1/2013	NORCROSS GUN CLUB & RANGE	5305 PEACHTREE IND BLVD	TEMPORARY SIGN
44.	8/1/2013	D. PITTS ELECTRIC INC	4708 SOUTH OLD PEACHTREE RD	ELECTRICAL
45.	8/2/2013	MARKETING WORKSHOP,INC	3725 DAVINCI CT STE 200	INTERIOR FINISH
46.	8/2/2013	CAMERON ELECTRIC & SERVICE INC	5025 WINTERS CHAPEL RD	ELECTRICAL
47.	8/2/2013	GA DELTA MECHANICAL INC	1401 GLENLEAF DRIVE	PLUMBING
48.	8/2/2013	GA DELTA MECHANICAL INC	5856 MATCH POINT	PLUMBING
49.	8/2/2013	GA DELTA MECHANICAL INC	4703 RIVEREDGE DRIVE	PLUMBING
50.	8/2/2013	GA DELTA MECHANICAL INC	4223 THAMESGATE CLOSE	PLUMBING
51.	8/2/2013	GA DELTA MECHANICAL INC	3436 SCOTTS MILL RUN	PLUMBING
52.	8/2/2013	GA DELTA MECHANICAL INC	3539 BROOKWOOD COURT	PLUMBING



# Memo

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TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Tree Bank Program

The Zoning Board of Appeals requested that the City consider adopting a Tree Bank program in order to afford the Board the opportunity to ask applicants to donate trees in return for granting hardship related landscape variances. Without a Tree Bank program, the trees removed or not planted on a property due to a site hardship would be forfeited. However, with a Tree Bank program, developers would have two options to donate the trees that would otherwise be given up with the landscape variance approvals.

The first Tree Bank option is to locate trees on another property. While the trees would not be situated on the site where they are required, they would be placed nearby and the community would experience no net loss of trees through the use of this alternative. The second option is for the developer to make a monetary donation into the Tree Bank for the value of the trees associated with the variance. The funds accumulated in the Tree Bank account would be used for the purchase and installation of trees where they are needed in the City. This alternative allows the fund to accrue so that they may be used for larger projects with greater impacts.

The attached Resolution provides a framework for a Tree Bank program. It accommodates the flexibility that the ZBA requested and affords the Board the ability to grant landscape hardship variances without the resulting tree loss to the City.

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA ESTABLISHING A TREE BANK PROGRAM IN CONJUNCTION WITH SEC. 5.3.4 OF THE CITY OF PEACHTREE CORNERS BUFFER, LANDSCAPE, AND TREE ORDINANCE.**

**WHEREAS, the intent of the Buffer, Landscape, and Tree Ordinance is to ensure that a minimum number of trees are placed and/or preserved on developed or redeveloped sites; and**

**WHEREAS, it is recognized that in some cases, planting or preserving the minimum number of required trees on a site cannot be achieved due to hardship; and**

**WHEREAS, it is in the City's interest to acquire 'recompense' trees in place of the required trees that cannot be planted on a site due to hardship and which would otherwise be forfeited; and**

**WHEREAS, it benefits the community to plant 'recompense' trees off-site but within proximity of the property where they would have been located;**

**NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia, that a Tree Bank Program in conjunction with Sec. 5.3.4 of the City of Peachtree Corners Buffer, Landscape, and Tree Ordinance is hereby established as follows:**

**Section 1. In cases where a hardship has been established, developers shall have the option of placing the trees required for their property at an acceptable, alternate location or contributing the equivalent monetary value of those trees into the City of Peachtree Corners Tree Bank. The developer shall choose the option of contributing trees to an alternate site or contributing their monetary equivalent into the Tree Bank.**

**Section 2. The monetary value of trees shall be determined by the Community Development Director according to industry standards at the time of development and that valuation shall consist of the cost of the tree, the cost of installation, and the cost of one year of maintenance.**

**Section 3. A Tree Bank Site Map shall be developed that identifies locations throughout the City that can accept 'recompense' trees. Acceptable locations include public parks, greenways, fire stations, libraries, schools, roadway medians or other public properties. Single-family residential home sites may not be included.**

**Section 4. Recompense trees may only be placed in the council district in which the initial trees were required.**

**Section 5. A separate Tree Bank account shall be established for the receipt of funds collected in cases where the developer chooses to make a monetary contribution instead of providing 'recompense' trees at an alternate location. The Tree Bank account funds may be used solely for the acquisition, installation, or service of trees.**

**Section 6. This resolution shall take effect immediately upon its adoption. All resolutions or parts thereof in conflict with this resolution are hereby repealed.**

**SO RESOLVED AND EFFECTIVE**, this the \_\_\_\_ day of August, 2013.

Approved:

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

Attest:

\_\_\_\_\_  
Kym Chereck, City Clerk

Seal

STATE OF GEORGIA

COUNTY OF GWINNETT

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of August, 2013 by and between **GWINNETT COUNTY, GEORGIA**, a political subdivision of the State of Georgia headquartered at 75 Langley Drive, Lawrenceville, Georgia 30046 (hereinafter referred to as "**County**"); the **CITY of AUBURN**, a municipal corporation chartered by the State of Georgia and headquartered at 1369 Fourth Avenue, Auburn, Georgia (hereinafter referred to as "**Auburn**"); the **CITY OF BERKELEY LAKE**, a municipal corporation chartered by the State of Georgia and headquartered at 4040 S. Berkeley Lake Road NW, Berkeley Lake, Georgia (hereinafter referred to as "**Berkeley Lake**"); the **TOWN OF BRASELTON**, a municipal corporation chartered by the State of Georgia and headquartered at 4982 Highway 53, Braselton, Georgia (hereinafter referred to as "**Braselton**"); the **CITY OF BUFORD**, a municipal corporation chartered by the State of Georgia and headquartered at 2300 Buford Highway, Buford, Georgia (hereinafter referred to as "**Buford**"); the **CITY OF DACULA**, a municipal corporation chartered by the State of Georgia and headquartered at 442 Harbins Road, Dacula, Georgia (hereinafter referred to as "**Dacula**"); the **CITY OF DULUTH**, a municipal corporation chartered by the State of Georgia and headquartered at 3167 Main Street, Duluth, Georgia (hereinafter referred to as "**Duluth**"); the **CITY OF GRAYSON**, a municipal corporation chartered by the State of Georgia and headquartered at 475 Grayson Parkway, Grayson, Georgia (hereinafter referred to as "**Grayson**"); the **CITY OF LAWRENCEVILLE**,

a municipal corporation chartered by the State of Georgia and headquartered at 70 South Clayton Street, Lawrenceville, Georgia (hereinafter referred to as "**Lawrenceville**"); the **CITY OF LILBURN**, a municipal corporation chartered by the State of Georgia and headquartered at 76 Main Street, Lilburn, Georgia (hereinafter referred to as "**Lilburn**"); the **CITY OF LOGANVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at 4385 Pecan Street, Loganville, Georgia (hereinafter referred to as "**Loganville**"); the **CITY OF NORCROSS**, a municipal corporation chartered by the State of Georgia and headquartered at 65 Lawrenceville Street, Norcross, Georgia (hereinafter referred to as "**Norcross**"); the **CITY OF PEACHTREE CORNERS**, a municipal corporation chartered by the State of Georgia and headquartered at 147 Technology Parkway, Suite 200, Peachtree Corners, Georgia (hereinafter referred to as "**Peachtree Corners**"); the **CITY OF REST HAVEN**, a municipal corporation chartered by the State of Georgia and headquartered at 428 Thunder Road, Buford, Georgia (hereinafter referred to as "**Rest Haven**"); the **CITY OF SNELLVILLE**, a municipal corporation chartered by the State of Georgia and headquartered at 2342 Oak Road, Snellville, Georgia (hereinafter referred to as "**Snellville**"); the **CITY OF SUGAR HILL**, a municipal corporation chartered by the State of Georgia and headquartered at 5039 West Broad Street, Sugar Hill, Georgia (hereinafter referred to as "**Sugar Hill**"); and the **CITY OF SUWANEE**, a municipal corporation chartered by the State of Georgia and headquartered at 330 Town Center Avenue, Suwanee, Georgia (hereinafter referred to as "**Suwanee**"); each of which has been duly authorized to enter into this Agreement.

**WITNESSETH**

**WHEREAS**, the parties to this Agreement consist of Gwinnett County and all Municipalities (hereinafter referred to as “Cities,”) located wholly or partially within Gwinnett County, Georgia; and

**WHEREAS**, the parties anticipate that Gwinnett County will approve and sign a Resolution authorizing the Gwinnett County Board of Registrations and Elections to call a Referendum on the issue of the imposition of a Special Purpose Local Option Sales Tax to begin on April 1, 2014 immediately following the expiration of the Special Purpose Local Option Sales Tax presently in effect in Gwinnett County; and

**WHEREAS**, the law authorizing the call of a Referendum on the issue of the imposition of a Special Purpose Local Option Sales Tax was amended during the 2004 Legislative Session of the Georgia General Assembly; and

**WHEREAS**, Official Code of Georgia Annotated Section 48-8-115 now authorizes the execution of an Intergovernmental Agreement controlling the distribution and use of Special Purpose Local Option Sales Tax proceeds by the County and one or more qualified municipalities located within the Special District containing a combined total of not less than fifty percent of the aggregate municipal population located within the Special District; and

**WHEREAS**, for the purposes of this Intergovernmental Agreement and the distribution of proceeds for the April 1, 2014 through March 31, 2017 Special Purpose Local Option Sales Tax, the Special District shall be known as the boundaries of Gwinnett County; and

**WHEREAS**, the sixteen Cities located wholly or partially within Gwinnett County have certified they are qualified municipalities based upon the Official Code of Georgia Annotated and are eligible to receive distributions of Special Local Option Sales Tax Proceeds; and

**WHEREAS**, the County and all Cities located wholly or partially within Gwinnett County have determined that it is in their best interest to enter into an Intergovernmental Agreement authorized by Official Code of Georgia Annotated Sections 48-8-110 and 48-8-115; and

**WHEREAS**, the parties hereto are interested in serving the needs of the residents of Gwinnett County by planning and performing capital outlay projects within the County and Cities which are parties to this Agreement; and

**WHEREAS**, the parties intend that the capital outlay projects which are the subject of this Agreement shall benefit residents of Gwinnett County and all of its Cities; and

**WHEREAS**, capital outlay projects funded from past Special Purpose Local Option Sales Tax proceeds have benefited residents of Gwinnett County and all of its Cities, and

**WHEREAS**, past Special Purpose Local Option Sales Tax proceeds have allowed Gwinnett County to purchase an unprecedented number of acres of land for parks and greenspace; and

**WHEREAS**, past Special Purpose Local Option Sales Tax proceeds have funded new libraries, public safety facilities, and road improvements to serve the needs of the County's residents and businesses; and

**WHEREAS**, the County and all Cities located within Gwinnett County have worked together to improve the County's infrastructure as a result of the collection of past Special Purpose Local Option Sales Tax proceeds; and

**WHEREAS**, the County and all its Cities have identified capital needs that are important to the current and future well-being of their residents and have determined that proceeds from the Special Purpose Local Option Sales Tax should be used to address a portion of these needs;

**NOW, THEREFORE,** in consideration of the mutual promises and understandings herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do consent and agree as follows:

1.

This Intergovernmental Agreement is approved prior to the issuance of the call of the Referendum and prior to the vote of the Gwinnett County Board of Commissioners to impose a Special Purpose Local option Sales Tax which Tax will commence on April 1, 2014 and continue through and including March 31, 2017 (hereinafter the "Special Purpose Local Option Sales Tax") pursuant to Official Code of Georgia Annotated § 48-8-110, et seq.

2.

Pursuant to Official Code of Georgia Annotated § 48-8-115, one percent (1.0%) of the amount of Special Purpose Local Option Sales Tax proceeds collected beginning April 1, 2014 shall be paid into the General Fund of the State of Georgia Treasury in order to defray the costs of administration.

3.

The remaining ninety-nine percent (99.0%) of the amount collected from the Special Purpose Local Option Sales Tax proceeds (hereinafter known as the "net proceeds") collected beginning April 1, 2014 and ending March 31, 2017 shall be distributed by the State of Georgia to the Gwinnett County Board of Commissioners for distribution as follows:

(A) To facilitate the distribution of net proceeds, the parties agree that the sum of four-hundred ninety-eight million dollars (\$498,000,000.00) shall represent an estimate of the proceeds to be derived from the subject Special Purpose Local Option Sales Tax during its three-year term.

(B) The parties agree that there shall be no Level I or Level II County-Wide Projects as defined by the Act for the Special Purpose Local Option Sales Tax covered by this Agreement.

(C) The parties agree that the aggregated total distribution received by the Cities shall amount to twenty-one and one-tenth percent (21.10%) of the net proceeds distributed by the State, with the remaining seventy-eight and nine-tenths percent (78.90%) of the net proceeds to be received by the County.

(D) An amount representing sixty-five percent (65.0%) of the net proceeds of the subject Special Purpose Local Option Sales Tax shall be allocated between the County and the Cities proportionally on the basis of estimated lane miles of road network. As a result, an amount equal to eighty-one percent (81.0%) of the sixty-five percent (65.0%) portion shall be allocated to the County, with the remaining nineteen percent (19.0%) being allocated to the Cities on an aggregate basis. The Cities have agreed that their portion of these proceeds shall be allocated among themselves on the basis of the ratio that the population each City bears to the total population of all incorporated areas within Gwinnett County. For purposes of calculating the distribution share for each City, population figures from the Population Table listed in Section 3(E) below shall be utilized.

(E) An amount representing the remaining thirty-five percent (35.0%) of the net proceeds of the subject Special Purpose Local Option Sales Tax, shall be allocated on the basis of the portion of the total population of Gwinnett County that resides in each jurisdiction. For the County, its portion shall be assumed to be based on the population of the unincorporated area of the County. The share of the thirty-five percent (35.0%) of net proceeds to be allocated to each jurisdiction shall be based on the percentages shown in the table below.

POPULATION TABLE

City of Auburn	219	0.02595%
City of Berkeley Lake	2,064	0.24512%
Town of Braselton	3,109	0.36917%
City of Buford	11,898	1.41298%
City of Dacula	4,645	0.55158%
City of Duluth	28,972	3.44062%
City of Grayson	2,788	0.33105%
City of Lawrenceville	29,848	3.54467%
City of Lilburn	13,443	1.59651%
City of Loganville	2,587	0.30721%
City of Norcross	15,712	1.86596%
City of Peachtree Corners	39,860	4.73376%
City of Rest Haven	33	0.00398%
City of Snellville	19,074	2.26518%
City of Sugar Hill	19,426	2.30703%
City of Suwanee	16,055	1.90669%
Gwinnett County	632,313	75.09254%
Total	842,046	100.00000%

(F) The percentage of total net proceeds calculated for each City based on the combination of (D) and (E) above shall be adjusted proportionally, if necessary, to ensure that

the Cities on an aggregate basis receive the full twenty-one and one-tenth percent (21.10%) of net proceeds distributed by the State, as agreed to by the parties.

(G) Based upon above provisions, the net proceeds of the Special Purpose Local Option Sales Tax which the County receives on a monthly basis from the State shall be distributed to the Cities and the County in such a way that each jurisdiction receives an amount equal to the percentage shown for it in the table below:

DISTRIBUTION OF NET PROCEEDS TABLE

Auburn	0.02201%
Berkeley Lake	0.20765%
Braselton	0.31276%
Buford	1.19699%
Dacula	0.46729%
Duluth	2.91469%
Grayson	0.28047%
Lawrenceville	3.00283%
Lilburn	1.35244%
Loganville	0.26026%
Norcross	1.58070%
Peachtree Corners	4.01010%
Rest Haven	0.00334%
Snellville	1.91892%
Sugar Hill	1.95435%

Suwanee	1.61521%
Subtotal – Cities	21.1000%
Gwinnett County (Unincorporated)	78.9000%
Grand Total	100.0000%

(H) No projects will be given preference in the funding and distribution process in such a way that the monthly distribution formula is affected.

(I) Should any City cease to exist as a legal entity prior to all funds being distributed under this Agreement, such City's share of the funds subsequent to dissolution shall be paid to the County as part of the County's share unless an act of the Georgia Legislature makes all of the defunct City part of another successor City. If such an act is passed, the defunct City's remaining share shall be paid in addition to all other funds to which such successor City would otherwise be entitled.

(J) The County will pay the funds described herein to each City, based upon the actual net proceeds received and the percentages outlined above, within thirty (30) days after funds have been received from the State.

4.

(A) In recognition of the need for transportation improvements across the County and its Cities, the parties agree that a minimum of sixty-five percent (65.0%) of their respective shares of the total net proceeds shall be utilized for transportation projects. In the case of the Cities, it is sufficient for them to reach the sixty-five percent (65.0%) threshold on an aggregate basis.

(B) To further provide for transportation improvements and encourage partnership projects between the County and the Cities, the County agrees to set aside the sum of twenty-five million dollars (\$25,000,000.00) from its allocated share of the estimated net proceeds for the purpose of funding transportation projects jointly with the Cities. Of these County funds for joint transportation projects, ten percent (10.0%) shall be reserved for Gwinnett Cities having a population of less than 5,000 [Gwinnett](#) residents. The joint transportation funds will be utilized in accordance with eligibility and selection criteria jointly defined by the County and the Cities. Cities will submit proposed projects to the County for review and recommendation by the County's Citizens Project Selection Committee, based on the criteria defined by the County and the Cities. The use of the funds will be approved by Gwinnett County, based upon the recommendation from the County's Citizens Project Selection Committee. Each sponsoring City shall provide at least nineteen percent (19.0%) matching funds from its own sources for its projects which are approved pursuant to this paragraph. Separate IGAs, which control the specific provisions and funding arrangements for each of these joint projects, shall be executed between the County and each respective individual City. Cities shall have until December 31, 2014 to enter agreements with the County for allocation of the joint transportation funds.

5.

The capital outlay projects to be funded from the proceeds of the Special Purpose Local Option Sales Tax pursuant to this Agreement and the estimated dollar amounts allocated for each project category are as follows:

<b><u>Gwinnett County</u></b>	Estimated Total	\$
Library Relocation & Renovation	\$	
Public Safety Facilities & Equipment	\$	
Recreational Facilities & Equipment	\$	
Senior Service Facilities	\$	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$	
<b><u>City of Auburn</u></b>	Estimated Total	\$ 109,619
Public Safety Facilities & Equipment	\$ 54,809	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 54,810	
<b><u>City of Berkeley Lake</u></b>	Estimated Total	\$ 1,034,088
Administrative Facilities	\$ 170,625	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 863,463	
<b><u>Town of Braselton</u></b>	Estimated Total	\$ 1,557,551
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 389,388	
Water & Sewer Capital Improvements	\$ 1,168,163	
<b><u>City of Buford</u></b>	Estimated Total	\$ 5,960,995
Recreational Facilities & Equipment	\$ 4,172,696	
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 1,788,299	

**City of Dacula** Estimated Total \$ 2,327,096

Administrative Facilities	\$ 614,353
Public Safety Facilities & Equipment	\$ 46,542
Recreational Facilities & Equipment	\$ 30,252
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 1,068,137
Water & Sewer Capital Improvements	\$ 567,812

**City of Duluth** Estimated Total \$14,515,155

Administrative Facilities	\$ 145,152
Parking Facilities	\$ 2,612,728
Public Safety Facilities & Equipment	\$ 1,306,364
Recreational Facilities & Equipment	\$ 580,606
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 9,870,305

**City of Grayson** Estimated Total \$ 1,396,729

Administrative Facilities	\$ 13,967
Recreational Facilities & Equipment	\$ 335,215
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 1,047,547

**City of Lawrenceville** Estimated Total \$ 14,954,069

Recreational Facilities & Equipment	\$ 1,495,407
Transportation (roads, streets, bridges, and related facilities & equipment)	\$13,458,662

**City of Lilburn** Estimated Total \$ 6,735,138

Administrative Facilities	\$ 1,347,028
Public Safety Facilities & Equipment	\$ 2,559,352
Recreational Facilities & Equipment	\$ 134,703
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 2,694,055

**City of Loganville** Estimated Total \$ 1,296,079

Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 648,040
Water & Sewer Capital Improvements	\$ 648,039

**City of Norcross** Estimated Total \$7,871,906

Administrative Facilities	\$ 1,377,583
Parking Facilities	\$ 1,180,786
Recreational Facilities & Equipment	\$ 590,393
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 4,723,144

**City of Peachtree Corners** Estimated Total \$19,970,315

Transportation (roads, streets, bridges, and related facilities & equipment)	\$19,970,315
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**City of Rest Haven** Estimated Total \$ 16,640

Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 16,640
---	-----------

**City of Snellville** Estimated Total \$ 9,556,219

Administrative Facilities	\$ 449,143
Capital Equipment for voting	\$ 19,112
Public Safety Facilities & Equipment	\$ 535,148
Recreational Facilities & Equipment	\$ 2,150,149
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 6,402,667

**City of Sugar Hill** Estimated Total \$ 9,732,656

Recreational Facilities & Equipment	\$ 7,299,492
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 2,433,164

**City of Suwanee** Estimated Total \$ 8,043,745

Recreational Facilities & Equipment	\$ 804,375
Transportation (roads, streets, bridges, and related facilities & equipment)	\$ 7,239,370

6.

The priority and order in which Special Purpose Local Option Sales Tax projects will be fully or partially funded is as follows: All projects shall be funded concurrently.

7.

The Special Purpose Local Option Sales Tax which is the subject of the November 5, 2013 Referendum shall continue for a period of three years from April 1, 2014 until March 31, 2017.

8.

All capital outlay projects included in this Intergovernmental Agreement shall be funded in whole or in part from proceeds from the Special Purpose Local Option Sales Tax authorized by Official Code of Georgia Annotated Sections 48-8-110, et seq. except as otherwise agreed.

9.

The net proceeds from the Special Purpose Local Option Sales Tax shall be maintained in the parties' separate accounts and utilized exclusively for the purposes specified in this Agreement. Proceeds over and above the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the purposes listed herein. Each jurisdiction shall expend its portion of excess proceeds from the 2014 SPLOST Program on the categories of projects, and in the same percentages, outlined in Paragraphs 3(G) and 5 of this Agreement.

10.

The parties acknowledge that Special Local Option Sales Tax funds are not guaranteed. Proceeds under the amount estimated in the Referendum question shall be allocated in accordance with the percentages set forth in this Agreement and shall be used solely for the purposes listed herein.

11.

At the end of each party's fiscal year wherein proceeds from the Special Purpose Local Option Sales Tax are distributed, each party shall cause an audit of the distribution and use of its portion of the net proceeds from the Special Purpose Local Option Sales Tax to be completed. Each party to this Agreement shall pay the cost of each such annual audit that it conducts. Each party shall publish each of its annual audits as required by law.

12.

In addition to the audit required by paragraph 11 of this Agreement, at the end of each calendar year wherein proceeds from the Special Purpose Local Option Sales Tax are distributed, all parties to this Agreement shall participate in a joint annual audit of the entire Special Purpose Local Option Sales Tax program approved by the voters during the November 5, 2013 Referendum. The purpose of this joint annual audit is to ensure compliance with the Resolution that resulted in the call of the Special Purpose Local Option Sales Tax Referendum. The governmental entity that receives the largest share of Special Local Option Sales Tax proceeds shall choose the auditor to conduct the annual audit, and each party to this Agreement shall pay the cost of such audit based upon such party's percentage of Special Local Option Sales Tax proceeds allocated pursuant to this Agreement.

13.

Each party to this Agreement shall maintain thorough and accurate records concerning receipt of Special Purpose Local Option Sales Tax proceeds and expenditures for each project to be undertaken by the respective City or County as described herein.

14.

Not later than December 31 of each year, each City and the County shall publish annually, in a newspaper of general circulation in the boundaries of each City and the County and in a prominent location on each City's and the County's website, a simple nontechnical report which shows the following for each project or purpose outlined in this Agreement:

- A. Current estimated cost if it is not the original estimated cost.
- B. Amounts expended in prior years.
- C. Amounts expended in the current year.

- D. Any excess proceeds which have not been expended for a project or purpose.
- E. Estimated completion date, and the actual completion cost of a project completed during the current year.
- F. For road, street, and bridge purposes, such information shall be in the form of a consolidated schedule of the total original estimated cost, the total current estimated cost if it is not the original estimated cost, and the total amounts expended in prior years and the current year for all such projects and not a separate enumeration with respect to each individual road, street, or bridge project.
- G. A statement of what corrective action the City or County intends to implement with respect to each project which is underfunded or behind schedule.

15.

The parties shall establish a Citizen Review Committee within ninety (90) days of the November 5, 2013 Referendum, if such Referendum is approved by the electors of Gwinnett County. The Citizen Review Committee shall receive and review periodic status reports concerning all projects to be funded from the net proceeds of the 2014 Special Purpose Local Option Sales Tax Program. The County Administrator and City Managers or City Administrators, as applicable, of the parties to this Agreement shall determine the appropriate number of members and shall establish procedures by which the Committee shall operate. The County Administrator and City Managers or City Administrators shall also determine the length of time during which the Committee shall continue to operate.

16.

This Agreement constitutes all of the understandings and agreements of whatsoever nature or kind existing between the parties with respect to distribution and use of the proceeds from the Special Purpose Local Option Sales Tax.

17.

This Agreement shall not be changed or modified except by agreement in writing executed by all parties hereto.

18.

This Agreement shall be deemed to have been made and shall be construed and interpreted in accordance with the laws of the State of Georgia.

19.

It is agreed that the illegality or invalidity of any term or clause of this Agreement shall not affect the validity of the remainder of the Agreement, and the Agreement shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.

20.

Each party to this Agreement shall comply with all applicable local, State, and Federal statutes, ordinances, rules and regulations.

21.

No consent or waiver, express or implied, by any party to this Agreement to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally or sent by registered or certified United States mail, postage prepaid, as follows:

a. **If to the City of Auburn:**

Mayor  
City of Auburn  
1369 Fourth Avenue  
Auburn, Georgia 30011

b. **If to the City of Berkeley Lake:**

Mayor  
City of Berkeley Lake  
4040 S. Berkeley Lake Road  
Berkeley Lake, Georgia 30096

c. **If to the Town of Braselton:**

Mayor  
Town of Braselton  
4982 Highway 53  
Braselton, Georgia 30517

d. **If to the City of Buford:**

Chairman  
City of Buford  
2300 Buford Highway  
Buford, Georgia 30518

e. **If to the City of Dacula:**

Mayor  
City of Dacula  
442 Harbins Road  
Dacula, Georgia 30019

f. **If to the City of Duluth:**

Mayor  
City of Duluth  
3167 Main Street  
Duluth, Georgia 30096

g. **If to the City of Grayson:**

Mayor  
City of Grayson  
475 Grayson Parkway  
Grayson, Georgia 30017

h. **If to the City of Lawrenceville:**

Mayor  
City of Lawrenceville  
70 South Clayton Street  
Lawrenceville, Georgia 30045

i. **If to the City of Lilburn:**

Mayor  
City of Lilburn  
76 Main Street  
Lilburn, Georgia 30047

j. **If to the City of Loganville:**

Mayor  
City of Loganville  
4385 Pecan Street  
Loganville, Georgia 30052

k. **If to the City of Norcross:**

Mayor  
City of Norcross  
65 Lawrenceville Street  
Norcross, Georgia 30071

l. **If to the City of Peachtree Corners**

Mayor  
City of Peachtree Corners  
147 Technology Parkway, Suite 200  
Peachtree Corners, Georgia 30092

m. **If to the City of Rest Haven:**

Mayor  
City of Rest Haven  
428 Thunder Road  
Buford, Georgia 30518

n. **If to the City of Snellville:**

Mayor  
City of Snellville  
2342 Oak Road  
Snellville, Georgia 30078

o. **If to the City of Sugar Hill:**

Mayor  
City of Sugar Hill  
5039 West Broad Street  
Sugar Hill, Georgia 30518

p. **If to the City of Suwanee:**

Mayor  
City of Suwanee  
330 Town Center Avenue  
Suwanee, Georgia 30024

q. **If to Gwinnett County:**

County Administrator  
Gwinnett Justice & Administration Ctr.  
75 Langley Drive  
Lawrenceville, Georgia 30045

Any party may at any time change the address where notices are to be sent or the person to whom such notices should be directed by the delivery or mailing to the above persons a notice stating the change.

23.

This Agreement shall become effective on September 1, 2013. If the November 5, 2013 Referendum concerning the imposition of the Special Purpose Local Option Sales Tax is not approved by a majority of the voters of Gwinnett County, this Agreement shall be of no force and effect after November 5, 2013.

24.

Notwithstanding the parameters of paragraph 23, this Agreement shall continue in full force and effect until July 1st of the year following completion of the last project funded from the net proceeds from the 2014 Special Purpose Local Option Sales Tax Program.

25.

The parties agree that all appropriate public facilities and buildings constructed from the 2014 Special Purpose Local Option Sales Tax Program net proceeds shall be available at no fee to the County as polling places, if needed.

26.

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

**IN WITNESS WHEREOF**, the parties hereto acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

(SIGNATURE PAGES FOLLOW) (Executed in Counterparts)

ATTEST:

THE CITY OF AUBURN

BY: \_\_\_\_\_  
JOYCE BROWN  
CITY CLERK

BY: \_\_\_\_\_  
LINDA BLECHINGER, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ROBERT JACKSON WILSON  
WEBB, TANNER, POWELL, MERTZ & WILSON, LLP  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF BERKELEY LAKE

BY: \_\_\_\_\_  
TOM ROZIER  
CITY ADMINISTRATOR

BY: \_\_\_\_\_  
LOIS SALTER, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
278 WEST MAIN STREET  
BUFORD, GEORGIA 30518

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE TOWN OF BRASELTON

BY: \_\_\_\_\_  
JENNIFER DEES  
TOWN MANAGER/  
CLERK

BY: \_\_\_\_\_  
BILL ORR, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF BUFORD

BY: \_\_\_\_\_  
KIM WOLFE  
CITY CLERK

BY: \_\_\_\_\_  
PHILLIP BEARD  
COMMISSION CHAIRMAN

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF DACULA

BY: \_\_\_\_\_  
JIM OSBORN  
CITY MANAGER

BY: \_\_\_\_\_  
JIMMY WILBANKS, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
DENNIS T. STILL  
GARNER & STILL  
250 CONSTITUTION BLVD.  
P. O. BOX 707  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF DULUTH

BY: \_\_\_\_\_  
TERESA LYNN  
CITY CLERK

BY: \_\_\_\_\_  
NANCY HARRIS, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
V. LEE THOMPSON, JR.  
THOMPSON & SWEENEY  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF GRAYSON

BY: \_\_\_\_\_  
LAURA PAUL-CONE  
CITY ADMINISTRATOR/  
CITY CLERK

BY: \_\_\_\_\_  
JIM HINKLE, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
V. LEE THOMPSON, JR.  
THOMPSON & SWEENEY  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF LAWRENCEVILLE

BY: \_\_\_\_\_  
KAREN PIERCE  
CITY CLERK

BY: \_\_\_\_\_  
JUDY JORDAN JOHNSON, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
V. LEE THOMPSON, JR.  
THOMPSON & SWEENEY  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF LILBURN

BY: \_\_\_\_\_

~~MELISSA L. PENATE~~  
~~KATHY MANER~~  
ACTING CITY CLERK

BY: \_\_\_\_\_

JOHNNY CRIST, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_

RICHARD A. CAROTHERS  
CAROTHERS & MITCHELL, LLC  
278 WEST MAIN STREET  
BUFORD, GEORGIA 30518

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF LOGANVILLE

BY: \_\_\_\_\_  
~~KRISTI ASH~~ BILL JONES  
CITY CLERK

BY: \_\_\_\_\_  
DANNY W. CURRY, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
KAREN E. WOODWARD  
CRUSER & MITCHELL, LLP  
MERIDIAN, II, SUITE 2000  
275 SCIENTIFIC DRIVE  
NORCROSS, GEORGIA 30092

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF NORCROSS

BY: \_\_\_\_\_  
SUSAN WUERZNER  
CITY CLERK

BY: \_\_\_\_\_  
BUCKY JOHNSON, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
J. PATRICK O'BRIEN  
THOMPSON, O'BRIEN, KEMP & NASUTI, P.C.  
40 TECHNOLOGY PARKWAY SOUTH, SUITE 300  
NORCROSS, GEORGIA 30092

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF PEACHTREE CORNERS

BY: \_\_\_\_\_  
KYM CHERECK  
CITY CLERK

BY: \_\_\_\_\_  
MIKE MASON, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
WILLIAM F. RILEY, JR.  
RILEY MCCLENDON, LLC  
315 WASHINGTON AVE.  
MARIETTA, GA 30060

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF REST HAVEN

BY: \_\_\_\_\_  
MONICA JACOBS  
CITY CLERK

BY: \_\_\_\_\_  
KENNETH WAYCASTER  
MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF SNELLVILLE

BY: \_\_\_\_\_  
MELISA ARNOLD  
CITY CLERK

BY: \_\_\_\_\_  
KELLY KAUTZ, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
ANTHONY O.L. POWELL  
WEBB, TANNER, POWELL, MERTZ & WILSON, LLP  
10 LUMPKIN STREET  
LAWRENCEVILLE, GEORGIA 30046

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF SUGAR HILL

BY: \_\_\_\_\_  
JANE WHITTINGTON  
CITY CLERK

BY: \_\_\_\_\_  
GARY PIRKLE, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
V. LEE THOMPSON, JR.  
THOMPSON & SWEENEY  
P.O. BOX 1250  
LAWRENCEVILLE, GA 30046-1250

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

THE CITY OF SUWANEE

BY: \_\_\_\_\_  
ELVIRA ROGERS  
CITY CLERK

BY: \_\_\_\_\_  
JIMMY BURNETTE, MAYOR

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
GREGORY DAVID JAY  
CHANDLER, BRITT, JAY & BECK, LLC  
P. O. BOX 1749  
BUFORD, GEORGIA 30515-1749

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

ATTEST:

GWINNETT COUNTY, GEORGIA

BY: \_\_\_\_\_

DIANE KEMP  
COUNTY CLERK

BY: \_\_\_\_\_

CHARLOTTE J. NASH  
CHAIRMAN  
GWINNETT COUNTY BOARD OF  
COMMISSIONERS  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 30046

[SEAL]

DATE: \_\_\_\_\_

APPROVED AS TO FORM:

BY: \_\_\_\_\_

VAN STEPHENS  
ACTING COUNTY ATTORNEY  
GWINNETT COUNTY DEPARTMENT OF LAW  
75 LANGLEY DRIVE  
LAWRENCEVILLE, GEORGIA 3045

**INTERGOVERNMENTAL AGREEMENT FOR USE AND DISTRIBUTION OF  
PROCEEDS GENERATED BY THE 2013 SPECIAL PURPOSE LOCAL OPTION  
SALES TAX REFERENDUM**

(Executed in Counterparts)

**RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL, AND RECYCLING SERVICES  
AGREEMENT WITH WASTE PRO OF GEORGIA, INC.**

This Service Agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, **2013**, by and between Waste Pro of Georgia, Inc. (hereinafter referred to as "Company"), and the City of Peachtree Corners, Georgia (the "City").

**WITNESSETH:**

**WHEREAS**, it is necessary for the City to promote, preserve and protect the public health of its citizens;

**WHEREAS**, the City has the authority to determine the manner of collection and disposal of solid waste ("Services" as hereinafter defined) generated by the residents of the City, and to enter into contracts for same purposes;

**WHEREAS**, the City wishes to engage the services of a private company for the collection and disposal of Residential Solid Waste, Bulk Waste, Yard Trimmings, and Recycling generated in the City;

**WHEREAS**, Company is engaged in the business of Solid Waste and Recycling collection and Company wishes to perform said support for the City as detailed in this Agreement; and

**WHEREAS**, the City desires to enter into this Agreement with the Company, and the Company is willing and able to render said Collection Services as detailed in this Agreement, the Request for Proposal ("RFP") for Residential Solid Waste Collection, Recycling, and Yard Trimmings Program and Company's response to said RFP, and Company is willing and able to render said services;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. Definitions. For purposes of a sample Agreement, the following terms shall be defined as follows:

2.1 Agreement: This contract agreement, including exhibits and any amendments thereto, agreed to by the City and the Contractor during the term of the Agreement.

2.2 Bulk Items: Those items of furniture, such as sofas, chairs, tables, carpets and other large items, which cannot reasonably be placed in a 95 gallon rollout cart.

2.3 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons or a receptacle bin for Residential Recycling with a capacity of not less than 18 gallons constructed of plastic, metal or fiberglass.

2.4 City: City of Peachtree Corners, Georgia.

2.5 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

2.6 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

2.7 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

2.8 Residential Premises: A dwelling within the incorporated area of the City occupied by a person or group of persons, including single family homes, condominiums, townhomes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

2.9 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Recyclables, Yard Trimmings, White Goods, Hazardous Waste, or other unacceptable materials.

2.10 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

2.11 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

2.12 Yard Trimmings: Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Premises.

2.13 Recyclable Materials: Recyclable materials shall be defined as those materials that are listed in Exhibit E.

2.14 Senior Citizen: A primary resident that is 65 years or older.

## **2. Services.**

Company agrees to render services (the "Services") to the City as set forth in Exhibit "A." Company agrees to perform the Services at the direction of the appropriate department head, or his designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

**3. Compensation.**

a. Fee. In consideration for Services, The City shall pay to Company a fee not to exceed the cost described in attached Fee Schedule named hereto as Exhibit "B".

b. Manner of Payment. The City shall pay Company pursuant to a monthly invoice by the Company and within thirty (30) days after receipt of said invoice. The fee shall not exceed the Fee Schedule attached as Exhibit B.

c. Unusual Changes in Cost. The Contractor may petition the City for a rate change on the basis of unusual changes in the cost of doing business, caused by revised laws, ordinances or regulations. Any such change must be approved by the City, but should not be unreasonably withheld.

**4. Relationship of Parties.**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between The City and Company. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the parties. It is expressly agreed that Company is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Company shall not be eligible for any benefit available to employees of the City including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Company under this Agreement. Company shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for The City.

**5. Contract Term.**

a. The contract between the City and the Company shall begin and end on the dates specified, unless terminated earlier in accordance with the applicable terms and conditions. Pursuant to O.C.G.A. Section 50-5-64, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

b. The initial term of this Agreement shall be for a period of one (1) year, commencing on January 1, 2014 (the "Effective Date") and ending on December 31, 2014 ("Initial Term"). At the end of the Initial Term and any subsequent term, the Agreement shall automatically renew for an additional one (1) year term for four (4) additional one (1) year renewals on a year-to-year basis unless the City provides written notice to the Company of its intent not to renew the Agreement at least ninety (90) days prior to the end of the current term.

**6. Termination For Cause.**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

- a. If The City fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- b. If Company fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If either The City or Company shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

**7. Termination of Services, Compensation and Return of Property.**

If this Agreement is terminated by The City for cause, Company shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice, but in no event shall Company receive less than a prorated amount of the service fees hereunder. Any amount over the amount otherwise due by The City for the services provided prior to the termination date shall be refunded by the Company within ten (10) days of the date of termination.

Upon the expiration or earlier termination of this Agreement, Company shall immediately terminate the Services hereunder and shall deliver promptly to The City all property relating to the Services that is owned by The City.

**8. Standard of Performance and Compliance with Applicable Laws.**

Company warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the obligations imposed by this Agreement. Company agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Sponsor Drug Free Workplace Exhibit "C".

Company warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Company hereunder or which in any manner affect this Agreement.

**9. Conflicts of Interest.**

Company warrants and represents that:

- a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Company is not presently subject to any agreement with a competitor or with any other party that will prevent Company from performing in full accord with this Agreement; and

c. Company is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Company shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

#### **10. Proprietary Information**

Company acknowledges that it may have access to and become acquainted with confidential and other information proprietary to The City including, but not limited to, information concerning The City, its operations, customers, citizens, business and financial condition, as well as information with respect to which The City has an obligation to maintain confidentiality (collectively referred to herein as "Proprietary Information"). Company agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of performing under this Agreement. The obligations of Company under this section shall survive the termination of this Agreement.

#### **11. Indemnification/Insurance.**

Company agrees to indemnify, defend and hold harmless the City, its public officials, officers, employees and agents, to the extent allowed by applicable law, from and against any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Company, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Company provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the City is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Company may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Company elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Company, in the compromise of, or defense against, such asserted claim. If the Company elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne by the Company. Notwithstanding the foregoing, neither the Company nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Company may participate, at their own expense, in the defense of such asserted claim. If the Company chooses to defend

any asserted claim, the City shall make available to the Company any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Company shall not be responsible for, nor be required to indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. None of the foregoing shall modify or affect the insurance coverage required under the terms of this Agreement for the benefit of the City which are attached hereto and incorporated herein as Exhibit "D".

**12. Assignment.**

Company shall not assign this Agreement without the prior express written consent of The City. Any attempted assignment by Company without the prior express written approval of The City shall at The City's sole option terminate this Agreement without any notice to Company of such termination.

**13. Notices.**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

**If to the City:**

Mayor  
Peachtree Corners City Hall  
147 Technology Parkway  
Suite 200  
Peachtree Corners, Georgia 30092

With copies to:

City Clerk and City Manager  
Peachtree Corners City Hall

**If to the Company:**

Division Manager  
Waste Pro of Georgia, Inc.  
3512 Oakcliff Road  
Doraville, GA 30340

**14. Governing Law and Consent to Jurisdiction.**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of DeKalb County, Georgia.

**15. Waiver of Breach.**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

**16. Severability.**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

**17. Entire Agreement.** This Agreement which includes the exhibits hereto contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. This Agreement incorporates the City's Request for Proposal and Company's response to same. In case of conflict between any term of the Company's response to the RFP and this Agreement, the terms of this Agreement shall control.

**IN WITNESS WHEREOF**, the parties have executed this Agreement through their duly authorized representatives.

**WASTE PRO OF GEORGIA, INC.**

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

\_\_\_\_\_  
DATE

ATTEST

\_\_\_\_\_

\_\_\_\_\_  
DATE

**CITY OF PEACHTREE CORNERS**

\_\_\_\_\_  
By: Mike Mason, Mayor

\_\_\_\_\_  
DATE

\_\_\_\_\_  
By: Kym Chereck, City Clerk

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
By: William F. Riley, Jr., City Attorney

\_\_\_\_\_  
DATE

## **EXHIBIT "A"**

### **Scope of Services**

Services to be provided include Residential Solid Waste collection and disposal, Bulk Waste, Yard Trimmings, and Recycling. The recycling program should include newspaper, plastic, aluminum, glass and any other materials agreed to in writing by the parties.

Except for Yard Trimmings, all Residential Solid Waste, with the exception of Recycling, shall be disposed of in a designated, fully permitted, Sub-title D Municipal Solid Waste landfill. The Company shall be responsible for any additional disposal cost associated with the processing of Yard Trimmings, Bulk Items, White Goods, and Recycling.

In order for the City to comply with the Solid Waste Management Plan (hereinafter, "SWMP"), the Company must provide the City with a detailed methodology for the measurement of the amount and composition of Residential Solid Waste and Recycled materials generated by the City. These amounts must be reported to the City monthly before the end of the following month.

The City will pay the Company on a monthly basis, based on a timely invoice with details regarding each household. The City will then invoice customers for solid waste and recycling collection.. The City will direct all calls regarding complaints and/or questions to the Company.

#### **Services:**

Curbside pickup of Residential Garbage in Contractor owned 95 gallon Cart with the City's logo affixed on one side, to be placed at Curbside Occupant by 7:00 AM on the designated collection day: Once per week service on Monday or Tuesday.

Curbside pickup of Bulk Items/White Goods on an on-call basis to Contractor from each Residential Premises, said Bulk Items/White Goods not to exceed 50 pounds per item, to be placed at Curbside by Occupant by 7:00 AM on the designated collection date.

Curbside pickup of Recyclable Materials from Residential Premises in Contractor owned 18 GALLON Recycling Bin with the City's logo affixed on one side, up to four (4) bins to be placed at Curbside by Occupant by 7 AM on the designated collection day: Resident shall also have OPTION to obtain a 65 Gallon recycling Cart from Contractor for a fee.

Optional Curbside pickup of Yard Trimmings from each Residential Premises per requirements of the City Code in containers or bundled, to be placed at Curbside by Occupant by 7:00 AM on the designated collection day.

Contractor shall provide side door pick-up to elderly or disabled residents who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving side door pick-up exceed ten percent (10%) of the total Residential Premises.

**EXHIBIT "B"**  
**FEE SCHEDULE**

<b>Description Of Service</b>	<b>Monthly Charge Per Household</b>
Curbside pickup of Residential Garbage in Contractor owned Cart with City logo affixed to the side – and Curbside pickup of residential recycling in Contractor owned 18 gallon bins with City logo affixed to the side – ONCE per week (Monday or Tuesday)	<b>\$10.00*</b>
Resident option for 65 gallon Cart for recycling with City logo affixed to the side –	<b>\$1.20* per container</b>
Curbside pickup of Yard Trimmings in resident owned containers and bags. ONCE per week – OPTIONAL for Residents to sign up. Must sign up for a minimum of 6 months.	<b>\$2.95*</b>
Curbside pickup of Bulk/White goods as designated and requested, ONCE per week	<b>Included</b>
Recycle Rewards Program	<b>\$0.80</b>
Franchise Fee	<b>\$0.70</b>
<b>TOTAL MONTHLY CHARGES*:</b>	
Garbage/Recycling	<b>\$11.50</b>
Garbage/Recycling + Option to add 65 gallon recycling Cart	<b>\$12.70</b>
Garbage/Recycling + Option for Yard Trimmings	<b>\$14.45</b>
Garbage/Recycling + Options for Yard Trimmings and 65 gallon recycling cart	<b>\$15.65</b>

\*15% discount for Senior Citizens

**EXHIBIT C  
CERTIFICATION OF SPONSOR  
DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT D  
INSURANCE REQUIREMENTS**

Within 10 days of execution of this Agreement, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-6 or higher and acceptable to the City covering:

1. Statutory Workers' Compensation Insurance
  - (a) Employers Liability:
    - Bodily Injury by Accident - \$1,000,000 each accident
    - Bodily Injury by Disease - \$1,000,000 policy limit
    - Bodily Injury by Disease - \$1,000,000 each employee
2. Comprehensive General Liability Insurance
  - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage Owner's and Contractor's Protective
  - (b) Blanket Contractual Liability
  - (c) Blanket "X", "C", and "U"
  - (d) Products/Completed Operations Insurance
  - (e) Broad Form Property Damage
  - (f) Personal Injury Coverage
3. Automobile Liability
  - (a) \$ 500,000 limit of liability
  - (b) Comprehensive form covering all owned, non-owned and hired vehicles
4. Umbrella Liability Insurance
  - (a) \$1,000,000 limit of liability
  - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. Peachtree Corners, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Contract in connection with liability of the City and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City upon execution of this Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

Certificate Holder should read: City of Peachtree Corners, 147 Technology Parkway, Suite 200, Peachtree Corners, Georgia 30092.

**EXHIBIT E  
RECYCLABLE MATERIALS**

Waste Pro is offering a 100% recycling rebate to the City of Peachtree Corners based on the net profit from all Waste Pro recycled materials generated within City boundaries.

**Recyclables**

Office Paper-all colors  
Envelopes-including windowed and labeled  
Cardboard  
Junk Mail  
Magazines  
Newspapers  
Phone Books  
Soft and hardback books  
File Folders  
Brochures  
Greeting Cards  
Ferrous and Non-ferrous metals  
Plastics (1-7)  
Glass (A cost to the company)

**Prohibited Materials**

Food Waste  
Food Containers  
Food Utensils  
Styrofoam  
Containers with wax coating  
Medical Waste (Needles)  
Restroom Waste

**Affidavit Verifying Status  
for City Public Benefit Application**

By executing this affidavit under oath, as an applicant for a(n) \_\_\_\_\_ [type of public benefit], as referenced in O.C.G.A. § 50-36-1, from \_\_\_\_\_ [name of government entity], 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:

**Contractor Affidavit under O.C.G.A 13-10-91(b)(1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Peachtree Corners has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 201\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires:



Mike Mason, Mayor

Phil Sadd - Post 1, Council Member  
Alex Wright - Post 3, Council Member  
Lorri Christopher - Post 5, Council Member

James Lowe - Post 2, Council Member  
Jeanne Aulbach - Post 4, Council Member  
Weare Gratwick - Post 6, Council Member

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To: Mayor and City Council  
Cc: Julian Jackson, City Manager  
From: Diana Wheeler, Community Development Director  
Date: August 6, 2013 City Council Meeting

Agenda Item: APH 2013-07-004- Approval of Alcoholic Beverage License Application for Courtyard by Marriott at 3209 Holcomb Bridge Rd Peachtree Corners, GA 30092. Applicant is Christopher Steele for Retail Package Wine and Malt Beverage License.

**Staff Recommendation:**

Approve the application for Retail Package Wine and Malt Beverage License for Courtyard by Marriott at 3209 Holcomb Bridge Rd Peachtree Corners, GA 30092.

**Background:**

Applicant submitted a completed application on June 12, 2013. Required advertising for the application will be accomplished in the legal organ of the City on July 26<sup>th</sup> and August 2<sup>nd</sup>, applicant has passed the background investigation and meets all requirements.

**Discussion:**

New Business  
Staff has reviewed this application and recommends approval.

**Alternatives:**

None



Mike Mason, Mayor

Phil Sadd - Post 1, Council Member  
Alex Wright - Post 3, Council Member  
Lorri Christopher - Post 5, Council Member

James Lowe - Post 2, Council Member  
Jeanne Aulbach - Post 4, Council Member  
Weare Gratwick - Post 6, Council Member

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To: Mayor and City Council  
Cc: Julian Jackson, City Manager  
From: Diana Wheeler, Community Development Director  
Date: August 6, 2013 City Council Meeting

Agenda Item: APH 2013-08-005- Approval of Alcoholic Beverage License Application for Wal-Mart Neighborhood Market #3070 at 5025 Winters Chapel Rd Peachtree Corners, GA 30360. Applicant is Jerry Fleming for Retail Package Wine and Malt Beverage License.

**Staff Recommendation:**

Approve the application for Retail Package Wine and Malt Beverage License for APH 2013-07-005- Approval of Alcoholic Beverage License Application for Wal-Mart Neighborhood Market #3070 at 5025 Winters Chapel Rd Peachtree Corners, GA 30360.

**Background:**

Applicant submitted a completed application on June 18, 2013. Required advertising for the application will be accomplished in the legal organ of the City on July 26<sup>th</sup> and August 2<sup>nd</sup>, applicant has passed the background investigation and meets all requirements.

**Discussion:**

New Business  
Staff has reviewed this application and recommends approval.

**Alternatives:**

None