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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

October 2, 2012 **COUNCIL AGENDA** **7:30 PM**

Robert Fowler YMCA
5600 West Jones Bridge Road, Peachtree Corners, GA 30092

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) MAYOR'S OPENING REMARKS

E) MINUTES Consideration of September 20, 2012 Council Meeting Minutes and September 25, 2012 Work Session Summary

F) PUBLIC COMMENTS

G) REPORTS AND PRESENTATIONS

D. Wheeler »Update on Community Development Planning Issues

Legal »Report on Possible Franchise Agreements

H) NEW BUSINESS

1. O2012-10-64 **FIRST READ** and Consideration of a Franchise Fee Agreement Between Atlanta Gas Light and the City of Peachtree Corners Georgia.

AN ORDINANCE, GRANTING TO ATLANTA GAS LIGHT COMPANY, A GEORGIA CORPORATION, HEREINAFTER DESIGNATED AS "COMPANY", ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, PUBLIC HIGHWAYS, ALLEYS, LANES, WAYS, PARKS, AND OTHER PUBLIC PLACES OF THE CITY OF PEACHTREE CORNERS, GEORGIA, FOR CONSTRUCTING, MAINTAINING, RENEWING, REPAIRING, AND OPERATING A GAS WORKS AND GAS DISTRIBUTION SYSTEM, AND OTHER NECESSARY MEANS FOR MANUFACTURING, TRANSMITTING, DISTRIBUTING AND SELLING OF MANUFACTURED, NATURAL OR COMMINGLED GAS WITHIN AND THROUGH THE CITY OF PEACHTREE CORNERS, GEORGIA; AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT; TO PROVIDE PROVISIONS GOVERNING THE FRANCHISE FEE CALCULATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

2. **O2012-10-65** **FIRST READ** and Consideration to Amend Chapter 18, Businesses In Order to Provide for Insurance License Fees

AN ORDINANCE TO AMEND CHAPTER 18, BUSINESSES, TO PROVIDE FOR INSURANCE LICENSE FEES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

3. **ACTION ITEM** Consideration to Appoint William Riley as Attorney for the City of Peachtree Corners, Georgia

4. **ACTION ITEM** Review and Consideration to Approve a Job Description and Advertisement for the Position of City Clerk for the City of Peachtree Corners, Georgia

5. **ACTION ITEM** Review and Consideration to Approve and Advertise a Request for Proposals for Development Services

6. **R2012-10-18** Consider to Approve the Financial and Procurement Policy for the City of Peachtree Corners, Georgia

7. **R2012-10-19** Consideration of Resolution to Adopt Rules and Procedures for Council Meetings and Public Hearings for the City of Peachtree Corners, Georgia

8. **ACTION ITEM** Consideration to Approve Payment to Riley McLendon, LLC for Professional Services for May 2012

9. **ACTION ITEM** Consideration to Approve Payment to Riley McLendon, LLC for Professional Services for June 2012

10. **ACTION ITEM** Consideration to Approve Payment to Riley McLendon, LLC for Professional Services for July 2012

11. **ACTION ITEM** Consideration to Approve Payment to Riley McLendon, LLC for Professional Services for August 2012

12. **ACTION ITEM** Consideration of the Requests for Proposals for IT Services and for Other Purposes

I) EXECUTIVE SESSION

J) MAYOR'S COMMENTS

K) ADJOURNMENT

CITY OF PEACHTREE CORNERS
COUNCIL MEETING
September 20, 2012 @ 7:30pm

The Mayor and Council of the City of Peachtree Corners held a Council Meeting on Thursday, September 20, 2012 at 7:30pm. The meeting started at approximately 7:50pm after a quorum was reached. This Council Meeting was rescheduled from September 18th and was duly noticed and held at the Robert Fowler, YMCA located at 5600 West Jones Bridge Road, in Peachtree Corners, GA 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd - Post 1-- **Absent**
Council Member	James Lowe - Post 2-**Absent**
Council Member	Alex Wright - Post 3
Council Member	Jeanne Aulbach - Post 4-**Absent**
Council Member	Lorri Christopher - Post 5
Council Member	Weare Gratwick - Post 6
Acting City Attorney	Lenny Felgin, Scott Robichaux
Consultant	John Kachmar
Acting City Clerk	Joan Jones

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

OPENING COMMENTS: Mayor Mason thanked everyone for attending and offered condolences to the family of Council Member Sadd on the loss of his father. He commented this is a short agenda and recognized the new City Manager Julian Jackson who is in attendance tonight.

MINUTES: Mayor Mason called for a motion to consider the September 4, 2012 Council Meeting Minutes. Council Member Christopher motioned, seconded by Council Member Gratwick to approve the minutes as presented. There being no further discussion, the motion carried unanimously.

PUBLIC COMMENT: Mayor Mason called for any public comment. No public comments made.

REPORTS and PRESENTATIONS: Community Development Director Diana Wheeler reported on staff activities during the September 4th through September 14th time frame. The report included an update on the recent Planning Commission Administrative Hearing held on September 11th, her meetings with various people including Gwinnett County Code Enforcement, City of Dunwoody representatives to discuss common boundaries, Gwinnett Village CID and the Gwinnett County Chamber of Commerce representatives to discuss economic development incentives. In addition, Ms. Wheeler continued her review of a draft request for proposals for Development Services, explaining in detail what qualifications are needed when considering services for community planning and processing, business licensing, GIS services and mapping, zoning administration, inspections and code enforcement. There was discussion held on staffing, outsourcing, timelines for the RFP release and Proposal submittals. She reiterated the city needs to be proactive and provide quality and responsive customer service. Consultant Kachmar explained the ways in which outsourcing can benefit the city, the need to specify what the city wants when they negotiate contracts, how staffing turnover is handled with contract employees, and how data is handled and that not everything is performance based. In closing, Ms. Wheeler reported she will finalize the draft and send out to the council for their feedback and have this placed on the first meeting in October for council action.

Acting Clerk Jones reminded everyone of the upcoming 9/25 Work Session that begins at 6:00pm. She asked for any agenda items that may need to be placed on this Work Session Agenda. Mayor Mason noted there is a need to discuss the Financial/Procurement Policies and Franchise Agreements. During this time, there was council discussion of the an upcoming Gwinnett County Board of Commissioner's meeting to be held the same day regarding Energy Excise Tax and their request to have a quorum of the Mayor and Council to attend this meeting if possible. There was council consensus to move the 9/25 Work Session start time from 6:00pm to 7:30pm.

NEW BUSINESS: Council Member Christopher motioned, seconded by Council Member Gratwick to approve the one year free membership into the **Gwinnett Municipal Association**. During discussion, cost and benefits were addressed along with their upcoming meeting on October 9th at the Hilton. There being no further discussion, Mayor Mason called the motion. The motion carried unanimously. ***(ACTION ITEM)***

EXECUTIVE SESSION: No Executive Session held.

MAYOR'S COMMENTS: Mayor Mason wished everyone a pleasant evening.

ADJOURNMENT: There being no further business, Council Member Wright motioned, seconded by Council Member Gratwick to adjourn the meeting. There being no further discussion, the motion carried unanimously and the meeting was adjourned.

Approved,

_____

Mike Mason, Mayor

Attest:

_____

Joan C. Jones, Acting City Clerk

CITY OF PEACHTREE CORNERS
WORK SESSION SUMMARY
September 25, 2012 @ 7:30PM

The Mayor and Council of the City of Peachtree Corners held a Work Session on Tuesday, September 25, 2012 at 7:30pm. After proper public notice, the time of this Work Session was rescheduled from 6:00pm to 7:30pm in order for a quorum of council to attend a 5:00pm Gwinnett County Board of Commissioners Meeting regarding Energy Excise Tax. The Work Session was held at Robert D. Fowler YMCA located at 5600 West Jones Bridge Road in Peachtree Corners, Georgia 30092. The following were in attendance:

Mayor	Mike Mason
Council Member	Phil Sadd, Post 1 - **Absent**
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
Acting City Attorney	Bill Riley
Acting City Clerk	Joan Jones
City Manager	Julian Jackson
Consultants	John McDonough, John Kachmar

PLEDGE OF ALLEGIANCE was led by Mayor Mason.

OPENING REMARKS: Mayor Mason thanked everyone for attending and asked council to keep Council Member Sadd and his family in their thoughts on the loss of his father. He reviewed the need for the work session agenda items; remarked briefly on the meeting with Gwinnett County Board of Commissioners and explained it will be discussed further tonight.

REPORTS & PRESENTATIONS: Consultant John McDonough reviewed the draft **Financial and Procurement Policies** for the City of Peachtree Corners. He reminded council it is the same draft he had sent them earlier for their review. Mr. McDonough outlined the procurement process, explaining how to use the state vendors list, reviewed the sealed bid procedure. During review of the monetary amounts for informal/formal bids, there was discussion regarding the monetary limit for City Manager authorization which is will be set at 10K at this time for non-budgeted items. In addition, the policy outlines the nuts and bolts on the responsibilities of the city manager, steps that need to be followed when getting verbal, written or sealed bids. There was discussion on holding a bidders conference, what disqualifies a bidder/contractor and how to handle emergency purchases.

There was council discussion on the various F**ranchise Agreements** and state tax laws which ones may pertain to the City of Peachtree Corners, such as Atlanta Gas Light, Hotel/Motel Tax, Alcohol Sales Tax, Insurance Premiums, etc. Attorney Riley explained this would include companies that may utilize the cities rights of way and there will be agreements on the agenda

for council to consider. Mayor Mason asked for list of possible sources for this type of revenue. City Manager Jackson provided a verbal report on the meeting held earlier this afternoon regarding the Energy Excise Tax, explaining this is a change in the law and if the county imposes the tax and the city decides not to adopt an Intergovernmental Agreement with Gwinnett County, the city would not get any of these tax dollars. There was discussion on the dollar amount, but the county has to file for the exemption before any dollars can be considered and it is phased in over a four year period.

Council held a discussion on the **Gwinnett Village Capital Improvement District** (CID). Attorney Riley explained legal has gone through the agreement; there are some language concerns that need further review. Consultant Kachmar advised a CID can be a good thing and a not so good thing; it can cost the city money and affects the borders of other properties, but is best to have a voice in the process.

City Manager Jackson explained he will have a City Clerk Job Description for council to consider at their next meeting and advised council he will be attending the IIMCA Conference from October 8-10th in Phoenix.

There was brief discussion on the upcoming Gwinnett Municipal Association meeting on October 9th, the tentative date for the City Hall Open House on November 11th and when the city logo will be launched.

MAYOR'S COMMENTS: Mayor Mason commented with the City Manager coming on board, we need to have the Financial Policy on the next agenda so the various vendors and now the staff can be paid.

EXECUTIVE SESSION No Executive Session held.

Council Member Christopher motioned, seconded by Council Member Wright to adjourn. There be no further discussion, the meeting was adjourned.

Approved:

_____

Mike Mason, Mayor

Attest:

_____

Joan Jones, Acting City Clerk

Memo

TO: Mayor and Council

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the week of 9/17/12 – 9/21/12.

A. Meetings with:

1. Representatives from Merchants' Assoc., Peachtree Corners Merchant Network, and Debit Design to discuss program that offers consumer discounts for shopping at local and other businesses.
2. Representatives from Roberts Properties to discuss site at Medlock Bridge and Peachtree Parkway regarding public hearing application.
3. Ivan Allen representatives regarding city hall furniture.
4. Representatives from two development groups regarding terms of a land sale.
5. Architect regarding site plan for a prospective development.

B. Processed Ivan Allen furniture contract.

C. Coordinated Noble Village information between Planning Commission members and other interested parties.

D. Participated in first Planning Commission meeting.

E. Prepared draft RFP for Community Development services.

F. Responded to phone calls and e-mails from residents, business people, and others.

Gwinnett County Activity Report 9/17/12 – 9/21/12

A. 17 building permits were issued.
B. No development permits were issued.
C. 1 plan was submitted to re-plat Roberts Property at Medlock Bridge and Peachtree Pkwy.

Memo

TO: Mayor and Council

CC: Julian Jackson, City Manager

FROM: Diana Wheeler, Community Development Director

SUBJECT: Staff Activity Report

The following is a summary of Staff activity during the week of 9/24/12 – 9/28/12.

A. Meetings with:
1. Property owner concerning permitted businesses within commercial space.
2. Sign company representative regarding procedures and practices in the City.

B. Prepared additional paperwork for Ivan Allen furniture contract.

C. Attended Georgia Planning Association conference and Board of Directors' meeting.

E. Finalized draft RFP for Community Development services.

F. Responded to phone calls and e-mails from residents, business people, and others.

Gwinnett County Activity Report 9/24/12 – 9/28/12

A. 34 building permits were issued.
B. No development permits were issued.
C. No development plans were submitted.

STATE OF GEORGIA
COUNTY OF GWINNETT **ORDINANCE 2012-10-64**

AN ORDINANCE, GRANTING TO ATLANTA GAS LIGHT COMPANY, A GEORGIA CORPORATION, HEREINAFTER DESIGNATED AS "COMPANY", ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, PUBLIC HIGHWAYS, ALLEYS, LANES, WAYS, PARKS, AND OTHER PUBLIC PLACES OF THE CITY OF PEACHTREE CORNERS, GEORGIA, FOR CONSTRUCTING, MAINTAINING, RENEWING, REPAIRING, AND OPERATING A GAS WORKS AND GAS DISTRIBUTION SYSTEM, AND OTHER NECESSARY MEANS FOR MANUFACTURING, TRANSMITTING, DISTRIBUTING AND SELLING OF MANUFACTURED, NATURAL OR COMMINGLED GAS WITHIN AND THROUGH THE CITY OF PEACHTREE CORNERS, GEORGIA; AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT; TO PROVIDE PROVISIONS GOVERNING THE FRANCHISE FEE CALCULATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Peachtree Corners, Georgia, hereinafter referred to as the City, and the undersigned warrant and represent that there is no franchise granted by the City and in force and effect, to any other person, firm or corporation and that the City is under no contract or obligation to any other person, firm or corporation, in anywise relating to the installation of gas service in the City of Peachtree Corners, Georgia; now, therefore:

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF PEACHTREE CORNERS as follows:

SECTION 1.

(a) *Base Year* means the fiscal year ending December 31, 2012.

(b) *Base Year Franchise Fee Factor* means $_____.

(c) *Base Year Dedicated Design Day Capacity or "DDDCbY"* means _____, which is the Designated Design Day Capacity, as of the date hereof.

(d) *Dedicated Design Day Capacity or "DDDC"* means the sum of the individual capacity in Dekatherms attributable to all firm customers located within the city limits of the City.

(e) *Firm Customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.

(f) *Fiscal Year* means the 12 month period ending December 31, of each year.

(g) *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the Company.

(h) *Inflation Index* means the percentage change in the Consumer Price Index for all Urban Consumers as published by the Bureau of Labor Statistics, or any successor index, for the period from July 1, 2012, to the beginning of the then current fiscal year, as reduced by any productivity factor adjustment for the same time period determined by the GPSC for the Company.

(i) *Productivity Factor Adjustment* or PFA means the percent change in the cost of service due to productivity, either explicitly or implicitly determined by the GPSC.

SECTION 2

The right is hereby granted to the Company, its successors and assigns, to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in the City (hereinafter collectively referred to as the "City's Property") and to use and occupy the City's Property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of the City, such right, when exercised as herein provided, to commence as of July 1, 2012 and to continue for a term for thirty (30) years from the date of approval of this ordinance.

SECTION 3.

Company shall be entitled to charge for gas furnished by it such rates as are prescribed by the Public Service Commission or other lawful regulatory Body of the State of Georgia.

SECTION 4.

The total dollar amount of franchise fees paid by the Company to the City shall be calculated as follows:

The current Fiscal Year total franchise fee shall equal the product of the Current Franchise Fee Factor and the Design Day Capacity.

The Current Franchise Fee Factor shall be equal to the product of the Base Year Franchise Fee Factor and one plus the Inflation Index expressed as a decimal to three significant digits.

The following formula quantifies this payment: FF = FFFbY x (1 + (CPI-PFA)) x DDDC

Where,

FF = total franchise fees due City for the current Fiscal Year

FFFby = the Base Year Franchise Fee Factor = FFbY / DDDCbY

FFbY = the total franchise fees paid in the Base Year

DDDCbY = the Dedicated Design Day Capacity of the Base Year

CPI-PFA = the Inflation Index

DDDC = the Dedicated Design Day Capacity in the City as of the last day of the previous fiscal year

The Company as the holder of the franchise privilege hereunder is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and returns as required by this franchise ordinance. In addition, the Company shall report annually to the City the names of all gas marketers for which Company is transporting natural gas on the distribution system within the City.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the Company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The Mayor and Council of the City through its authorized representative or representatives shall have the right to inspect and audit the books and records of Company for the purpose of determining the amount of its revenues received from the sale of gas as set forth above within said territorial limits. The Company shall comply with the City's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. §32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. Pursuant to the City's Charter and other agreements, such permitting process is being conducted by the Public Works Department of Gwinnett County, and such permits as necessary should be acquired there. The City will not charge the Company any other franchise fee, occupation tax, or regulatory fee, as prohibited by O.C.G.A. §48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the City for any and all fees, taxes or charges assessed by the City in contravention of this section in connection with the granting of permits to perform Company's work on City's Property during such Fiscal Year.

SECTION 5.

All rights herein granted and authorized by the City shall be subject to and governed only by this ordinance; provided, however, that the City expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety

and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this ordinance.

SECTION 6.

Company, upon making an opening in the City's Property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, and shall replace and restore the City's Property to their former condition as nearly as practicable, and within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of said City.

SECTION 7.

Company shall save and keep harmless the said City from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence of the Company in the installation, maintenance and repair of its mains and pipe lines located in the City's Property, provided the Company shall have been notified in writing of any claim against the City on account thereof and shall have been given ample opportunity to defend the same.

SECTION 8.

This ordinance, after its passage according to law, in writing duly filed with the City Clerk, shall be effective and in full force after the date of acceptance by Atlanta Gas Light Company.

SECTION 9.

Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the City certificates of insurance designating the City as additional insured and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death to any one person, and One Million Dollars ($1,000,000.00) for bodily injury or death to any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days' prior written notice to the City. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers' compensation claims to which the Grantee may become subject during the term of this Franchise Agreement. Alternatively, and in lieu of the foregoing insurance requirements, the Grantee may elect to self-insure or insure through its captive insurance carrier, provided that Grantee or its parent

company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

SECTION 10.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for ten (10) years after such expiration and this franchise shall so continue in operation and effect for a further and second term of ten (10) years unless such notice be given by either party prior to the expiration of the first such renewed term.

SECTION 11.

If the City grants a franchise to any other person, firm or corporation, for the distribution and selling of gas, or if the City elects to establish a municipal system for the distribution and selling of gas, any proposed facilities within the certificated area of Atlanta Gas Light Company must receive prior approval by the GPSC. City shall notify, or shall require any other person, firm or corporation franchised for the distribution and selling of gas to notify, the GPSC and Company of their intent to install facilities parallel to and within the rights-of-way with Company facilities at least thirty (30) days prior to installation and such installation shall not be initiated without the written consent of the GPSC provided, however, that the GPSC shall act on such notice within a reasonable amount of time and such consent shall not be unreasonably withheld.

SECTION 12.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

SECTION 13.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient. The parties' addresses are set forth below and can be changed upon thirty (30) days' notice to the other:

City:
_____, Peachtree Corners, GA _____, Attn: _____

Company:
P.O. Box 4569, Atlanta, GA 30302-4569, Attn: Rates and Regulatory

SECTION 13.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ADOPTED AND EFFECTIVE by the City Council of the City of Peachtree Corners, Georgia, at a meeting held on _____.

Approved:

_____
Mike Mason, Mayor

I, _____, Clerk of the City of Peachtree Corners, Georgia, hereby certify that I was present at the meeting of the Mayor and Council of the City of Peachtree Corners, Georgia, held on _____, 2012, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Mayor and Council of the City of Peachtree Corners, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the City of Peachtree Corners, State of Georgia, this _____ day of _____, 2012.

_____

Clerk

(SEAL)

Accepted on behalf of Atlanta Gas Light Company, this _____ day of _____, 2012.

Atlanta Gas Light Company

By: _____

Name: _____

Title:_____

AN ORDINANCE TO AMEND CHAPTER 18, BUSINESSES, TO PROVIDE FOR INSURANCE LICENSE FEES; TO PROVIDE FOR CODIFICATION; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the Mayor and City Council is the duly constituted governing authority for the City of Peachtree Corners; and

WHEREAS, regulations and policies pertaining to certain fees and taxes are outlined in the Charter of the City of Peachtree Corners, Georgia, specifically the authority to collect licensing fees and occupation taxes; and

WHEREAS, pursuant to Title 33, Chapter 8 of the O.C.G.A., the City of Peachtree Corners, Georgia, is authorized to levy certain insurance license fees as more definitively described in the below Ordinance.

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE GOVERNING AUTHORITY OF THE CITY OF PEACHTREE CORNERS that Chapter 18 of the Code of the City of Peachtree Corners, Georgia is hereby amended, by addition of Article XVI (Insurance Companies) to read as follows:

ARTICLE XVI. INSURANCE COMPANIES

Sec. 18-400. Definitions.

The following words, terms and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Gross direct premiums means gross direct premiums as used in O.C.G.A. § 33-8-4, which provides:

(1) All foreign, alien, and domestic insurance companies doing business in this state shall pay a tax of 2 1/4 percent upon the gross direct premiums received by them on and after July 1, 1955. The tax shall be levied upon persons, property, or risks in the state, from January 1 to December 31, both inclusive, of each year without regard to business ceded to or assumed from other companies. The tax shall be imposed upon gross premiums received from direct writings without any deductions allowed for premium abatements of any kind or character or for reinsurance or for cash surrender values paid, or for losses or expenses of any kind; provided, however, deductions shall be allowed for premiums returned on the change of rate or canceled policies; provided, further, that deductions may be permitted for return premiums or assessments, including all policy dividends, refunds, or other similar returns paid or credited to policyholders and not reapplied as premium for additional or extended life insurance. The term "gross direct premiums" does not mean and include annuity considerations.

(2) For purposes of this chapter, annuity considerations received by nonprofit corporations licensed to do business in this state issuing annuities to fund retirement benefits for teachers and staff personnel of private secondary schools and colleges and universities shall not be considered gross direct premium.

Insurer means a company which is authorized to transact business in any classes of insurance designated in O.C.G.A. § 33-3-5.

Sec. 18-401. License Fees.

There is hereby levied for an annual license fee upon each insurer doing business within the city in the amount of $100.00. For each separate business location within the city, which is operating on behalf of such insurers within the city, there is hereby levied a license fee in the amount of $100.00.

Sec. 18-402. Additional License Fees.

For each separate business location, not otherwise subject to a license fee hereunder, operated and maintained by a business organization which is engaged in the business of lending money or transacting sales involving term financing and in connection with such loans or sales offers, solicits or takes application for insurance through a licensed agent of an insurer for insurance, said insurer shall pay an additional license fee in the amount $35.00 per location for the year 2013, and each year thereafter.

Sec. 18-403. Gross Premiums Tax -- Life, accident and sickness insurers.

(a) There is hereby levied an annual tax based solely upon gross direct premiums upon each insurer writing life, accident and sickness insurance within the state in an amount equal to one percent (1%) of the gross direct premiums received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.1.

(b) The premium tax levied by this section is in addition to the license fees imposed by sections 18-401 and 18-402 above.

Sec. 18-404. Gross Premiums Tax -- All other insurers.

(a) There is hereby levied an annual tax based solely upon gross direct premiums upon each insurer, other than an insurer transacting business in the class of insurance designated in O.C.G.A. § 33-3-5(1), doing business within the state in an amount equal to 2 1/2 percent of the gross direct premium received during the preceding calendar year in accordance with O.C.G.A. § 33-8-8.2.

(b) The premium tax levied by this section is in addition to the license fees imposed by sections 18-401 and 18-402 above

Sec. 18-405. Fees Due on January 1.

License fees imposed by this Article shall be due and payable on January 1 and on the first day of each subsequent year.

Secs. 18-406 – 18-425. Reserved.

SO ORDAINED AND EFFECTIVE, this the ____ of _____, 2012.

APPROVED:

_____
Mike Mason, Mayor

ATTEST:

_____
Joan C. Jones, Acting City Clerk

APPROVED AS TO CONSENT AND FORM

_____
William F. Riley, City Attorney

CITY OF PEACHTREE CORNERS
REQUEST FOR PROPOSAL

Issue Date: 10/3/12	RFP Number: 2012-003	RFP Title: Development Services
RFP Due Date and Time: 10/17/12 10 AM, Local Time		City Contact: Diana Wheeler diana.wheeler@cityofpeachtreecornersga.com

INSTRUCTIONS TO RESPONDENTS	
Return Proposal to: City of Peachtree Corners City Hall 147 Technology Parkway Peachtree Corners, GA 30092	Mark Face of Envelope/Package: Respondent's Name and Address RFP 2012-003 Development Services RFP Due Date & Time: 10/17/12 10 AM Special Instructions: Submit 12 copies of all documents

RESPONDENTS MUST COMPLETE THE FOLLOWING	
Respondent Name/Address:	Authorized Respondent Signatory: (Please print name and sign in ink)
Respondent Phone Number(s):	Respondent FAX Number:
Respondent Federal I.D. Number:	Respondent E-mail Address:
This proposal offers the following service(s): (check all that apply → This proposal should be considered for: ☐ Option #1 Start-Up mode ☐ Option #2 Build-Out mode ☐ Options #1 and #2 ☐ Option #3 Individual Service(s)	☐ Zoning Administration ☐ Planning Administration ☐ GIS Administration ☐ Plan Review and Permitting ☐ Building Inspections ☐ Erosion Control Administration ☐ Code Enforcement ☐ Business License Administration ☐ All of the above

RESPONDENTS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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1. SCHEDULE OF EVENTS

EVENT **DATE**

RFP Issue Date……. ……..10/3/12

Deadline for Receipt of E-Mail Questions from Respondents……. ...10/11/12

Deadline for Posting of Written Answers to City Website ……10/15/12

RFP Response Due Date…… …...10/17/12

Intended Date for Contract Award……..10/23/12

Intended Date for Contract Signing……10/30/12

Intended Date for Notice to Proceed…….....11/1/12

Intended Date to Start Full Operations…….....1/1/13

2. PURPOSE OF RFP

The City of Peachtree Corners ("City") is seeking qualified proposals for the delivery of development services including plans processing, permitting, building inspections, business license issuance, GIS mapping, zoning administration, planning, public hearings, and code enforcement.

3. BACKGROUND

The City was created July 1, 2012 as a limited services government. As per the requirements set forth in the City's Charter, only Planning and Zoning, Code Enforcement, and Solid Waste Collection will be provided directly by the City. The remaining municipal services will be provided through inter-governmental agreements. Currently, Gwinnett County manages most of the City's development services; however, it is the City's desire to manage development services independently starting January 1, 2013.

As a new city, Peachtree Corners is still in the process of assessing its needs and may choose a phased approach to the delivery of development services by selecting to outsource only certain services initially. Therefore, the response to this request shall be presented in a manner that delineates each specific service that the Respondent wishes to offer, as outlined in the Scope of Services, together with its associated personnel, support, and costs. Respondents may choose to offer one or more services, but are not required to offer all services. In evaluating its Development Services options, there are three scenarios that the City will consider:

Option #1 Start-Up mode: This represents the staffing and support levels necessary to provide basic development services.

Option #2 Build-Out mode: This represents the staffing and support levels necessary to provide complete development services.

Option #3 Individual Service mode: This is an assessment of each service independently and may be contracted on an individual basis by the service provider determined to be most capable and cost effective.

Respondents should note on the Cover Sheet whether they want to be considered for Option #1, Option #2, or both. All respondents will be considered for Option #3. (If unsure, leave this section of the form blank.)

4. SCOPE OF SERVICES

Under the direction of the Community Development Director, the City is seeking proposals for the following:

I. 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 and providing interpretations of the provisions of the ordinance(s).

2) Respond to inquiries from the general public regarding land development activities within the City.

3) Recommend policies and procedures regarding planning, zoning and other development related activities. Prepare and recommend schedules and timeframes for processing such matters.

4) Prepare a staff analysis for each administrative modification or administrative variance filed based on the standards of the City Ordinance and the approved schedule.

5) Provide support to the City Attorney on all Zoning related litigation.

6) 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

7) Provide information to the public and to applicants on the public hearing process.

8) Process applications for public hearings including assisting the Director in the preparation of staff reports, advertisements and notifications.

9) Maintain files, assist with Boards and Commissions, and set up for public meetings.

10) Prepare reports and studies and perform research as needed.

C. GIS Administration

11) Oversee the development, maintenance and updating of zoning and other city maps as approved and required by local, state and federal agencies.

12) Provide GIS related information and/or data in response to requests and needs of City personnel.

13) Maintain an accurate data base and original files of all zoning, modification and variance cases applicable to each parcel, as well as the zoning district and any other land-based regulation applying to each parcel, such as, but not limited to, an overlay district and the Metropolitan River Protection Act.

14) Maintain demographic, statistical, and performance measurement data for the City

D. Plan Review and Permitting

15) Review all submitted building and site development plans for compliance with all applicable codes and regulations
16) Manage the City's system for the issuance of permits, certificates of use and certificates of occupancy in accordance with City ordinances.
17) Coordinate plan review and permitting with other agencies including, but not limited to, Gwinnett County Traffic and Transportation, GA DOT, Gwinnett Health Department, Gwinnett County Fire Marshal.
18) Receive, process and complete the review of submitted plans within the approved time limits established by the City and either issue a permit or issue a letter stipulating corrections required in order to issue a permit
19) Review and coordinate the processing of applications for signs, temporary uses, construction trailers, and other building and zoning related permits regulated by the City's Zoning Code.
20) Provide information to builders, designers, homeowners, and others concerning building codes and other construction regulations

21) Manage plans, paper files, and electronic files to ensure proper labeling and storage for archival purposes

.

E. Building Inspections

21) Take inspection calls, coordinate inspection scheduling, and provide inspections within the approved time lines established by the City.
22) Inspect all building construction within the City to ensure compliance with applicable local, state and national codes, including all provisions of the issued permit.
23) If required by the City, provide assessment of existing buildings and structures for code compliance including, but not limited to, energy code, ADA regulations, and building codes.
24) Assist the City with its Emergency Management Plan by implementing all responsibilities assigned to building inspectors such as ensuring that construction sites are secured prior to a forecast weather event, assessing damage after a severe weather event, and taking inventory per FEMA requirements.

F. Arborist/ Erosion Control Administration

25) Respond to public complaints in a timely manner concerning drainage, water runoff, erosion, tree removal and other site related matters.

26) Inspect and approve location of tree protection fencing, erosion control measures, and other pre-construction protection and site stabilization activities.

27) Inspect and approve land disturbance activities during construction.

28) Conduct soil erosion and sedimentation control inspections.

29) Assess condition of trees and other plant material in response to development activity and permit applications.

30) Review and provide comments on erosion control plans and landscape plans

G. Code Enforcement

31) 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

32) Create case files and maintain daily activity logs for all code enforcement activities,

33) Issue Notices, process violations, and present City's case in court.

34) 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.

H. Business License

35) Provide information and respond to inquiries regarding business licenses.

36) Receive and process applications for business licenses in compliance with all applicable regulations.

37) Perform inspections of business premises to ensure compliance with business license requirements and zoning regulations.

38) Issue renewal notices and process renewal applications.

39) Manage the City's business license data and maintain associated records.

40) Maintain electronic files, manage information, perform research, and generate reports concerning business licenses in the City.

II. Personnel

The number of personnel is established in conjunction with the associated service and outlined below. Respondents may choose to offer one or more individual services or a 'package' of services together with the associated personnel. However, Respondents may not include more staff than is shown for each position. Option #1- Start-up Mode, provides basic development services, while Option #2- Build-Out Mode, provides a comprehensive range of development services.

The personnel associated with each option are as follows:

Option# 1- Start-Up Mode

1- Business License Officer
1- Administrative Assistant

1- Code Enforcement Officer (min. GACE level 1 certified)

1- Building Official / Plans Examiner (min. 4 ICC certifications including plan review and 2 commercial certifications)
1- Permit Technician / Receptionist

1- Building Inspector (cross certified with min. 3 ICC certifications including 2 commercial certifications)
1- Land Disturbance Plans Examiner (civil engineer)

7 Total FTE

Option #2- Build-Out Mode

1- Zoning administrator
1- Administrative Assistant

1- Building Official / Plans Examiner (min. 4 ICC certifications including plan review and 2 commercial certifications)
1- Plans Examiner (min. 3 ICC certifications including 2 commercial certifications)
1- Permit Technician / Receptionist

2- Building Inspectors (cross certified with min. 3 ICC certifications including 2 commercial certifications)
1- Land Disturbance Plans Examiner (civil engineer)
1- Arborist / Erosion Control Inspector (certified)

1- GIS Technician

1- Business License Officer
1- Administrative Assistant

2- Code Enforcement Officers (min. GACE level 1 certified)

14 Total FTE

{Note: 1.Option 1 does not include in-house GIS or Arborist
2. Both Options do not include a dedicated person for Economic Development, Special Events, or Traffic Engineering.
3. Both Options assume that the Community Development Director will perform work related to planning and the Comprehensive Plan.}

III. Support Items

A. In order to accommodate the Development Services offered, Respondent shall provide the following in support of personnel and service delivery:

1. Personnel
   a. 5-long sleeve and 5-short sleeve PC logo shirts; 1-PC logo winter jacket; 1-PC rain jacket; 1-PC logo cap for each code enforcement officer, erosion control/arborist, and each building inspector.
   b. Tool box with supplies for each building inspector
   c. Camera for each code enforcement officer
   d. 1 complete set of ICC code books for Option #1; 2 complete sets of ICC code books for Option #2
   e. 1 vehicle for each code enforcement officer, building official, Erosion Control/ Arborist, and building inspector (i.e. Ford F-150 or similar pick –up truck) and 1 pool car (i.e. Ford Fusion or similar)
   f. large scale plotter for producing GIS maps (in conjunction with Option 2, only)
   g Professional fees for mandatory continuing education and to maintain certifications
   h. Professional organization fees to organizations such as BOAG and GACE that offer continuing education credits.
   i. Minimum reimbursement necessary for travel and expenses associated with certification renewal and/ or maintenance.

2. Service Delivery

   a. Standard office supplies (i.e. copy paper, pens, markers)
   b. Vehicle repair and maintenance
   c. Expenses associated with public hearings including postage for mail notices and newspaper advertisements for up to 15 public hearings per year.
   d. Expenses associated with business licenses including postage and forms
   e. Specialized printing for documents produced in bulk such as Stop Work Orders, Notices of Violations, Court Summonses, Permit Yard Cards, and Business License certificates.
   f. Printing for all standard forms, permits, applications, documents, and reports

B. City will provide the following in support of personnel and service 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 other facility expenses
e. Break room supplies

5. FORMAT

In addition to any descriptive information provided, Respondents shall identify each service, personnel, and support item for each Option along with associated costs in a spreadsheet or table format. For example, a format similar to the following may be used:

Option #1- Start-Up Mode					Option #2- Build-Out Mode				
Service	Personnel	Cost	Support	Cost	Service	Personnel	Cost	Support	cost
Zoning Admin.	0	0	Office supplies, printing, etc.	$_	Zoning Admin.	1	$_	Office supplies, printing, etc.	$_
Business License	1	$_		$_	Bus. License		$_		$_
Code Enforcement	1	$_	Supplies, clothing, equipment	$_	Code Enf.	2	$_		$_
Total	7	$__		$__		14	$__		$__

Option #3 - If a single service is offered, the same information as shown in the table above (the service, number of personnel, support items, and associated costs) must be provided, but does not need to be shown in a tabular format.

6. QUALIFICATIONS AND EVALUATION FACTORS

The City will evaluate firms based on their capability and proposed approach to providing services identified in the Scope of Services, along with past performance, and cost.

7. DURATION OF SERVICE

The intended duration of this service agreement is estimated to be from the signing of the agreement through the end of the City's fiscal year, June 30, 2013. This agreement may be extended for up to three (3) additional one-year periods with the approval of the City Council.

8. KEY REQUIREMENTS

A. Proposal Deadline.

All proposals must be received by 10:00AM Wednesday, October 17, 2012 to be considered. There will be no exceptions made. Twelve (12) identical hard copies must be submitted to the City of Peachtree Corners and delivered to: City of Peachtree Corners, City Hall, 147 Technology Parkway, Peachtree Corners, Georgia, 30092. **Please call 706-525-9740 if you wish to submit your proposal in advance of Wednesday, October 17th in order to make arrangements to have someone available to receive your proposal.**

B. Public Information Notification.

The City considers all materials, information, communications and correspondence in any form from the respondents to this RFP to be non-propriety and non-confidential and, therefore, subject to public disclosure under Georgia Law.

C. Format of Proposal should be organized in the manner stipulated below:

1) RFP mandatory Cover Sheet

2) Report Cover (optional)

3) Table of Contents

4) Tabbed Dividers -Each proposal should have tabbed dividers separating each of the following 6 sections and matching the following headings:

Section #1: Firm Information. (1 page maximum) Firm name, address, telephone/fax numbers, and e-mail addresses, Firm web address if available; Primary contact person; Size of firm; Years the firm has been in business; Names of principals in firm ; Organizational description. (1 page)

Section #2: Letter of Interest. (2 pages maximum) provide a letter stating the firm's interest in being considered for this RFP. The letter should include a summary of:

- The firm's background in working with City or County government and/or private sector businesses in the area of Development Services and the nature of services rendered;
- The firm's level of expertise as it relates to the provision of Development Services.
- The experience of the proposed personnel assigned to this engagement;
- Experience in providing proper documentation of work and procedures;
- Experience in training employees during assignments;
- Letter signed by a partner or principal of the firm.

Section #3: Proposed Approach (no page limit)

- Identify which of the services outlined in the scope of services the firm offers to provide; the method by which the work will be performed; the strategy to achieve the City's timeline for Development Services to become operational; and the costs associated with providing each service.

Section #4: Comparable Experience (no page limit);

- Identify similar projects undertaken previously.

Section #5: References (3 pages maximum)

- Provide at least 3 references of recent and relevant (past five years) clients.

Section #6: Qualifications of Personnel (7 pages maximum)

- Provide resumes of personnel to be involved in the assignments. Resume must clearly state professional credentials and previous experience in the areas that services are being offered.

9. QUESTIONS AND RESPONSES

- Questions, requests for clarification or interpretation of any section within this RFP must be addressed by e-mail to diana.wheeler@cityofpeachtreecornersga.com on or before **10/11/12**. Each inquiry must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

  The City will provide by **10/15/12**, a response to all questions received by the above noted deadline. The City's response will be by e-mail posting on the City's website. (http://cityofpeachtreecornersga.com).

- Any addenda to this RFP will also be posted on the City's website.

10. SELECTION PROCESS

- The City will evaluate the proposals received through the Selection Panel, following the application deadline. The City expects to shortlist firms that demonstrate that they have the capability and experience to successfully provide services. The City may arrange to interview firms before making a final selection. The City may require additional information after the review of the initial information received.
- Following the identification of the most responsive proposal, the Selection Panel will make its recommendation to the City Council of the firm to be awarded the contract along with the recommendation for an alternate firm, should the City be unable to finalize a contract with the first firm.

11. ADDITIONAL INFORMATION / SUPPLEMENTARY PROVISIONS

A. Only Respondents' names shall be disclosed prior to contract award. No other information will be disclosed nor shall the proposals be considered open record until after council award. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing after the council award.
B. Responding to this RFP constitutes understanding and agreement to methods of evaluation and selection.
C. The City reserves the right to reject any and all proposals or to award a contract to the respondent it deems would be best able to satisfy the requirements and qualifications set forth above. The criteria used in the selection process will be at the sole discretion of the City.
D. The City Council will make the final decision of whether to award a contract or to reject any and all proposals.
E. The Community Development Director shall approve all Development Department personnel.
F. The terms contained in this RFP shall be incorporated into the final contract.
G. The successful Respondent shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Respondent, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. Proof of insurance must be received at the time of contract.
H. The successful Respondent is required to supply the City with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Respondent nor its employees are employees of the City. Proof of compliance must be received within acceptable time limits established during the contract negotiation process.
I. The successful Respondent is required to comply with the Security and Immigration Act, as follows:

Work Eligibility Verification Requirement:

(1) Pursuant to O.C.G.A. 13-10-91, every public employer, every contractor of a public employer, and every subcontractor of a public employer's contractor must register and participate in a federal work authorization program, as follows:

(a) On or after July 1, 2007, every public employer shall register and participate in a federal work authorization program to verify the work eligibility information of all new employees.

(b) No public employer shall enter into a contract for the physical performance of services within the State of Georgia unless the contractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(c) No contractor or subcontractor who enters into a contract with a public employer shall enter into such a contract or subcontract in connection with the physical performance of services within the State of Georgia unless such contractor or subcontractor registers and participates in a federal work authorization program to verify the work eligibility information of all new employees.

(2) In accordance with O.C.G.A. 13-10-91, the requirements of paragraphs (b) and (c) of paragraph (1) shall apply to public employers, their contractors and subcontractors, as follows:

(a) On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

(b) On or after July 1, 2008, to public employers, contractors or subcontractors of 100 or more employees; and

(c) On or after July 1, 2009, to all other public employers, their contractors, or subcontractors.

(3) As of the date of enactment of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "Employment Eligibility Verification (EEV)/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA). Public employers, contractors and subcontractors subject to O.C.G.A. 13-10-91 shall comply with O.C.G.A. 13-10-91 and this rule by utilizing the EEV/Basic Pilot Program. The EEV/Basic Pilot Program can be accessed from the USDHS U.S. Citizenship and Immigration Services Internet website at https://www.vis-dhs.com/EmployerRegistration. Information and instructions regarding EEV/Basic Pilot Program Registration, Corporate Administrator Registration, and Designated Agent Registration can be found at that website address.

(4) All rules, regulations, policies, procedures and other requirements of the EEV/Basic Pilot Program or any other federal work authorization program defined in Rule 300-10-1-.01 and permitted to be used to satisfy the requirements of O.C.G.A. 13-10-91 and these rules, shall be considered additional requirements of this rule.

(5) In accordance with O.C.G.A. 13-10-91, public employers, contractors and subcontractors may utilize any other federal work authorization program operated by the United States Department of Homeland Security or any other equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control act of 1986 (IRCA), P.L. 99-603, as such work authorization programs become available.

(6) A copy of these Chapter 300-10-1 rules, including any forms prescribed or available to administer and effectuate these rules, shall be published on the Georgia Department of Labor's website.

I. Contractor and Subcontractor Evidence of Compliance**:**

(1) Pursuant to O.C.G.A. 13-10-91, public employers who enter into a contract for the physical performance of services within the State of Georgia shall include in such contract all of the following provisions:

(a) A provision stating that compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 are conditions of the contract;

(b) A provision listing the three statutory employee-number categories of "500 or more employees," "100 or more employees," and fewer than 100 employees," as identified in O.C.G.A. 13-10-91, with a space provided for the contractor to check, initial or otherwise affirmatively indicate the employee-number category applicable to the contractor *(See attached forms)*

(c) Provisions stating that: (1) the contractor's compliance with the requirements of O.C.G.A. 13-10-91 and Rule 300-10-1-.02 shall be attested by the execution of the contractor affidavit as shown in Rule 300-10-1-.07 which document shall become part of the covered contract; and (2) the contractor's agreement that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from the subcontractor(s) such subcontractor(s) indication of employee-number category applicable to the subcontractor (See attached forms)

(2) Pursuant to O.C.G.A. 13-10-91, public employers shall include in all covered contracts a provision stating the contractor's agreement that, in the event the contractor employs or contracts with any subcontractor(s) in connection with the covered contract, the contractor will secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit shown in Rule 300-10-1-.08 and maintain records of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the contractor/subcontractor agreement and is available from the Georgia Department of Labor.

(3) All portions of contracts pertaining to compliance with O.C.G.A. 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

J. Compliance with Laws.

The successful Respondent must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Respondent subjects subcontractors to the same provision. The Respondent agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

Print/Type Company Name Here_____

(Sign and return with proposal)

COMPLIANCE WITH GEORGIA SECURITY AND IMMIGRATION ACT
DECLARATION OF EMPLOYEE-NUMBER CATEGORIES

Please indicate the employee/number category applicable to your organization by checking one (1) of the following boxes:

☐ 500+ employees

☐ 100 to 499 employees

☐ 1 to 99 employees

Organization Name: _____

I certify that the above information is true and correct.

Signed: _____

Printed: _____

Title: _____

Date: _____

STATE OF GEORGIA
CITY OF PEACHTREE CORNERS,
GEORGIA SECURITY AND IMMIGRATION
CONTRACTOR AFFIDAVIT AND AGREEMENT

Certification Regarding Georgia Department of Labor Compliance. Contractor certifies that it is in compliance with O.C.G.A. Section 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor, and that it has registered and currently participates in the federal work authorization program* to verify information of all new employees as of July 1, 2007 if Contractor employs 500 or more employees, or July 1, 2008 if Contractor employs 100 or more employees, or July 1, 2009 if Contractor employs fewer than 100 employees or July 1, 2009, with respect to all public employers, contractors or subcontractors. Further, as part of any subcontracting agreement, the Contractor certifies that any subcontractor entering into this contract for the physical performance of services within this state is in compliance with O.C.G.A. Section 13-10-91 and Chapter 300-10-1 of the Rules of the Georgia Department of Labor and has registered and currently participates in the federal work authorization program to verify information of all new employees as of July 1, 2007 if the subcontractor employs 500 or more employees, or July 1, 2008 if the subcontractor employs 100 or more employees, or July 1, 2009 if the subcontractor employs fewer than 100 employees or July 1, 2009, with respect to all public employers, contractors or subcontractors.

The Contractor may be suspended, terminated, or debarred if it is determined that the Contractor has made false certification or that the Contractor has violated such certification by failure to carry out this requirement.

_____
EEV/Basic Pilot Program* User Identification Number

_____
Contractor Name

_____
Title of Authorized Officer or Agent of Contractor

_____
Printed Name of Authorized Officer or Agent

_____ _____
Signature of Authorized Officer or Agent Date

Sworn to and subscribed before me this _____ day of _____, 200___.

Notary Public: _____

County: _____

Commission Expires: _____

NOTE:
*** As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the "EEV/Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA)**

STATE OF GEORGIA
COUNTY OF GWINNETT **Resolution 2012-10-18**

A RESOLUTION ADOPTING PURCHASING POLICIES FOR THE CITY OF PEACHTREE CORNERS

WHEREAS, the Mayor and City Council is the duly elected governing authority for the City of Peachtree Corners, Georgia, with authority to pass Ordinances and Resolutions for adoption of Contracts and Agreements and providing for expenditures of the City; and

WHEREAS, the Mayor and Council adopted Chapter 2, Administration, of the City Code, providing for certain purchasing requirements and providing that a comprehensive set of purchasing policies for the City be adopted by the City; and

WHEREAS, the Mayor and City Council understand the importance of comprehensive purchasing policies as providing for orderly expenditures of funds, the method of expenditures and bidding procedures for goods and services needed by the City, as well as use of funds in various situations and by various departments of the City.

THEREFORE, BE IT RESOLVED by the City Council for the City of Peachtree Corners, Georgia, that the City of Peachtree Corners Purchasing Policies, as attached hereto and incorporated herein, are hereby adopted and approved a the purchasing policies and procedures for the City, to be utilized for all purposes of expenditure of funds by the City.

SO RESOLVED AND EFFECTIVE, this the___ day of _____, 2012.

Approved:

_____
Mike Mason, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk

(Seal)

CITY OF PEACHTREE CORNERS

PURCHASING POLICIES

October 2, 2012

PURCHASING POLICY

I. Purpose

The purpose of this policy is to state the City's position regarding the purchasing responsibility and authority. This document will clarify purchasing functions and outline purchasing procedures, as well as describe departmental relationships, responsibilities and participation in the procurement cycle. In addition, this policy will provide control functions, assure proper record keeping and confirm purchases in writing.

The philosophy behind this policy is one of separating the need for an item or service from the function of negotiation and executing the necessary contractual purchase agreement. The determination of the need for an item or service is the responsibility of the department that will ultimately use the item or service.

II. Scope

The scope of this purchasing policy covers the procurement of **ALL MATERIALS AND SERVICES** without regard to the past method by which the material or service has been procured. The policy covers all contractual and purchase agreements between the City of Peachtree Corners and another company or person. The procurement function includes the initial agreement/purchase, renewals, changes and/or re-negotiations. This policy establishes the specific responsibility and authority of the procurement of materials and services.

III. Definitions

When used in this policy, the following words, terms, and phrases, and their derivations shall be the meaning ascribed to them in this section, except where the context clearly indicates a different meaning,

A. CITY FINANCE DIRECTOR means the person designated by the City Manager to oversee the duties and functions of the the City Finance Department, if such a department is created, or is in existence.

B. CONSTRUCTION means the process of building, altering, improving, or demolishing any public structure or building, or other public improvements of any kind to any public real property. The term "Construction" does not include the routine operation, repair and/or maintenance of existing structures, buildings, or real property.

C. CONTRACT means any City agreement, regardless of form or title, for the procurement or disposition of goods, commodities, and services.

D. EMPLOYEE means an individual drawing a salary or wage from the City whether on a full-time, part-time basis. The term shall encompass all members of the Governing Authority.

E. GIFTS or FAVORS means any thing or any service of value.

F. GOODS or COMMODITIES means supplies, apparatus, materials, equipment, and other forms of tangible personal property.

G. GOVERNING AUTHORITY means the City entity responsible for the contract.

H. ORDINANCE means Purchasing Ordinance

I. PAYMENT TERMS means the specific terms of payment between the City and a vendor.

J. PURCHASING is the process of securing materials, services, repairs, leases, and rentals necessary for the operation and support of the City. The renewal, renegotiations, and changes to contracts, leases and agreements, are functions of purchasing.

K. PURCHASING AGENT means the principal purchasing official of the City pursuant to Article 7, Section 2 of the City Ordinance.

L. THE USING DEPARTMENT/DIVISION (USER) is defined as the department that has the authority and responsibility for determining the need for an item or service, its related specifications, and need date. The USER is responsible for funding the need and advising PURCHASING of the approved funding and the specific budget account number.

IV. Ethics in Procurement

Each person involved in the procurement process must adhere to a high standard of ethics. Actions such as acceptance of gratuities and kickbacks are expressly prohibited. The Purchasing Division seeks to avoid even the appearance of impropriety. All employees are expected to conduct themselves according to the highest level of standards. As a guideline, the National Institute of Governmental Purchasing (NIGP) Code of Ethics is included in the appendix section of this policy. The following principles are to be maintained:

1. Consider the best interest of the City in all transactions;
2. Purchase without prejudice, seeking to obtain the maximum value for each dollar expenditure in accordance with required quality standards;
3. Subscribe to and work for honesty and truth in purchasing and avoid all forms of conflict of interest;
4. Avoid all unethical practices and appearance of same; and
5. Strive consistently for knowledge of materials and supplies required for use by the City.

Employee Conflict of Interest

It shall be unethical for any City of Peachtree Corners employee or official to transact any business or participate directly or indirectly in a procurement contract when the employee or official knows that:

(a) the employee or official or any member of the employee's or official's immediate family has a financial interest pertaining to the procurement contract, except that the purchase of goods and services from businesses which a member of the Council or other City of Peachtree Corners employee has a financial interest is authorized as per O.C.G.A. § 36-1-14, or the procurement contract is awarded pursuant to O.C.G.A. § 45-10-22 and § 45-10-24, or the transaction is excepted from said restrictions by O.C.G.A. § 45-10-25;

(b) any other person, business, or organization with whom the employee or official or any member of an employee's or official's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

(c) An employee or official or any member of an employee's or official's immediate family who holds a substantial interest or financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that substantial interest or financial interest.

Gratuities, Rebates, or Kickbacks.

(a) Gratuities. It shall be unethical for any person to offer, give, or agree to give any City of Peachtree Corners employee or official, or for any City of Peachtree Corners employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(b) Kickbacks and rebates. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the award of a subcontract or order.

(c) Contract clause. The prohibition against gratuities, rebates and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

(d) Cash. It is never permissible for a City of Peachtree Corners official or employee to accept a gift in cash or cash equivalent (e.g. stocks or other forms of marketable securities) of any amount.

Prohibition Against Contingent Fees

It shall be unethical for a person to be retained, or to retain a person, to solicit or secure a City of Peachtree Corners contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Use of Confidential Information

It shall be unethical for any City of Peachtree Corners employee or official knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

Unauthorized Purchases

No purchases of materials, supplies, equipment and services shall be made in the name of City of Peachtree Corners or one of its departments, or through its purchasing department, except such as are required for official use by City of Peachtree Corners or one of its departments. Purchases in the name of City of Peachtree Corners or a department for personal use by an individual or for other than official use are prohibited, and no City of Peachtree Corners funds will be expended or advanced therefore.

Penalties and Sanctions

(a) Legal or disciplinary action by City Council. The City Council may take appropriate legal and/or disciplinary actions against any City of Peachtree Corners official, vendor, contractor, organization, or person in violation of these ethical standards.

(b) Legal or disciplinary action by City of Peachtree Corners City Manager. The City of Peachtree Corners City Manager may take appropriate legal and/or disciplinary actions against any City of Peachtree Corners employee subject to the Manager's supervision and control as defined in the City of Peachtree Corners Code, subject to the appropriate appeals process of City of Peachtree Corners.

(c) Legal or disciplinary action by Elected/Constitutional Officers of City of Peachtree Corners. The Constitutional Officers and other Elected Officers of the City of Peachtree Corners may take the appropriate legal and/or disciplinary actions against any employee under their supervision and control subject to the appropriate appeals process of the City of Peachtree Corners.

(d) Administrative penalties for employees. The City of Peachtree Corners City Manager may impose any one or more of the following penalties or sanctions on a City of Peachtree Corners employee for violations of the ethical standards in this Section as appropriate to the situation, subject to the Personnel Manual or other appropriate appeals procedures:

(1) oral or written warnings or reprimands;

(2) suspensions with or without pay for specified periods of time; or

(3) termination of employment.

(e) Administrative penalties for outside contractors/vendors. The City of Peachtree Corners City Council may impose any one or more of the following penalties or sanctions on a vendor/contractor or other person or organization for violations of these ethical standards:

(1) written warnings or reprimands;

(2) termination of contracts; or

(3) debarment or suspension as provided in the Purchasing Manual

V. **Responsibility**

A. Purchasing Manager

The Mayor may appoint the City Manager or his agent to serve as the Purchasing Agent for the City, or the Council may contract with an independent third party to serve as the Purchasing Agent.

DUTIES: The Purchasing Agent shall have the following duties and powers:

(i) Arrange and negotiate the purchase or contract for all equipment, supplies, and contractual services for the City or any using agency; arrange and negotiate for the sale or otherwise dispose of all surplus equipment and supplies or real estate of the City or any using agency;

(ii) Maintain a perpetual or periodic inventory record of all materials, supplies, or equipment stored in City storerooms, warehouses, and elsewhere, including periodic reports that provide:

(a) titles of all request for proposals and the method of source selections to be used:

(b) all contracts authorized by the Council, the method of source selection used and the total dollar amount;

(c) all emergency contracts awarded
(d) all change orders or contract modifications authorized by the Council, the dollar amount and the reason;
(e) all change orders or contract modifications authorized by the Purchasing Agent, the dollar amount and the reason;
(f) an explanation of any changes, and the costs involved, in the scope of services made between the time a contract is awarded and the time that a resolution authorizing the contract is sent to the Council for adoption.

(iii) Manage and supervise purchasing staff.
(iv) Develop and maintain the purchasing policy and procedure manual that will be updated by the City Manager or their designee periodically.
(v) Direct efforts to procure services through advertisements of bids in the local legal organ as required by Article VIII of the City Ordinance and by state law.
(vi) Where appropriate, require bonds, insurance, and other forms of protection for the City on the process of procuring goods and services for the City.
(vii) Terminate solicitations for bids for any good(s) or service(s) when, in the opinion of the Purchasing Agent, it is in the City's best interest to do so. This includes termination or breach of contract or anticipated breach of contract.
(viii) Reject any and all bids, when in the opinion of the Purchasing Agent it is in the City's best interest to do so.
(ix) Consult with the City Attorney if a contracting party breaches or is reasonably anticipated to breach its contract with the City.
(x) Assist in negotiating City contracts, as directed by the City Manager. The City Manager and/or Mayor shall approve final contracts and execute and bind the City to such agreements.
(xi) Advise the City Manager on the status of negotiations, as well as contract provisions and their impacts on the City.
(xii) Make recommendations on contract approval, rejection, amendment, renewal, and cancellation
(xiii) Provide contract administration and supervision of contracts and agreements, as directed by the City Manager. Such tasks shall include, but not limited to, monitoring contract amendments, obtaining applicable insurance certificates, and monitoring applicable progress.
(xiv) Work with the City Manager to plan and implement processes for the ongoing protection of the City's interests.
(xv) Recommend and implement policies and procedures to provide for compliance with laws related to bidding, contracting, and purchasing as set forth by the State of Georgia, by examining the applicable laws and developing procedures for bidding, contracting, and procurement processes.
(xvi) Assist and coordinate necessary grant applications and submissions as directed by the City Manager.

B. Using Department/Division (USER)

1. Determine Need: The USER is responsible for determining the need for a material or service and providing appropriate documentation, including a purchase requisition.

2. Determine Funding: The USER is responsible for providing proper funding. Specific budget account numbers must be on the purchase requisition.

3. Determine Specifications: The USER is responsible for determining the quantity, quality, dimensions, duration and all other necessary specifications essential to the determination of

what is to be procured. The specifications must, where applicable, conform to any approved City standards for identity and continuity.

4. Purchase Requisition: It is imperative that the USER transmits its need to the Purchasing Office. The Purchasing Office can only purchase supplies and services on the basis of an approved and complete purchase requisition. A properly approved purchase requisition contains, as a minimum, the following information:

   a. Complete description and specifications;
   b. Quantity;
   c. Need date;
   d. Estimated cost;
   e. Freight;
   f. Complete budget account number;
   g. Previous purchase information or quotation (if known);
   h. Known or suggested vendor(s);
   i. Authorized approval of department head and division director;
   j. Authorized approval from the Budget/Finance Department

5. Acceptance of Procured Item or Service: The USER is responsible for advising the Purchasing Office within 24 hours after receipt or within 48 hours if the items or services are found to be unsatisfactory. This is to be done in writing on a Receiving Report.

C. Purchasing Functions

1. Source Selection: Except as provided below, all vendor selections shall be made by the Purchasing Office. When making the vendor selection the Purchasing Office will choose the lowest, best, responsible, responsive vendor. It is recognized that exceptional requirements may dictate that the USER is instrumental in selecting vendors. In such cases, it is necessary that this need be transmitted to the Purchasing Office with sufficient documentation as to the reason for the exception. This must be done in advance of any firm negotiations or commitment with the vendor.

   In determining where to purchase products and services based on competitive prices and costs incurred in obtaining the purchase, the City shall purchase locally when all of these requirements are equal.

   The City shall not make purchases of products or services from City employees or Council members or from businesses owned by members of these two groups unless specifically approved by the City Council.

   The City shall have the right to “piggy-back” from other municipality’s contracts if the vendor will extend the same prices, terms, and conditions to the City of Peachtree Corners. This source selection shall only be made available within the previous twelve (12) month period with the stipulation that competition was sought.

2. Quotation/Bidding: All Quotations for materials or service must be requested through the Purchasing Office.

   a. Verbal Quotes: Requisitions for items under $5,000 require at least three (3) verbal quotes. The vendor name and quote must be written on the requisition, which is used to generate the purchase order.

   b. Written Quotes: Purchasing will receive at least three (3) written quotes on items requisitioned that are valued over $5,000 to $50,000. These requests will always be made in writing. The request for quotes can be made in writing; the Purchasing Agent will determine this.

c. Formal Sealed Bids: The Purchasing Office will request sealed bids on items or projects requisitioned that meet the following criteria:

- The items or projects are valued over $50,000.
- Clear and adequate specifications are available.
- Two or more responsible offerors are willing to participate in the process.

These requests are always made in writing. The vendor list is made up of companies from the bid list and recommendations from the USER. The Bid List is a current file of requests from companies for this purpose. Sealed bids will be publicly advertised for a minimum of two (2) consecutive weeks in the City's legal organ.

Public Works Projects over $100,000 are required by Georgia State Law to have Payment Bonds and Performance Bonds for 100% of the contract amount. When these bids are requested the standard City documents with this information will be used. The City will also require that a 5% Bid Bond be submitted with the bid. These projects will be advertised in the legal organ for the City.

(1) Sealed Bidding Process and Award

(a) Receipt of Bids: No bid shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the Purchasing Office by the date and time specified in the bid request. The Purchasing Agent shall cause all bids to be stamped with the date and time of receipt and secured until the designated opening time. A bid delivered late shall under no circumstances be eligible for consideration by the City, and shall be returned unopened to the bidder.

(b) Bid Openings: Bids shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the Bid Letter. The name of each Offerer, the purchase price contained in each bid, and such other information as the Purchasing Agent deems appropriate shall be announced as the bids are opened. A record of bid information shall be recorded and available for public inspeciton.

(c) Modification of Bids: Any clerical mistake which is patently obvious on the face of the bid may, subject to the limitations described below, be corrected upon written request and verification submitted by the Offerer. A non-material omission in a bid may be corrected if the Purchasing Agent determines the correction to be in the City's best interests. Omissions affecting or relating to price or insurance shall be deemed material and shall not be corrected after the bid opening:

(d) Withdrawal of Bids: Bids may be withdrawn at any time prior to the bid opening. After bids have been publicly opened, the bidder shall give notice in writing of his/her claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be the low bid.

(e) Bid Evaluation: Bids shall be evaluated based on the requirements set forth in the Specifications. No criteria may be used in bid evaluation that is not specifically set forth in the solicitation.

(f) Bid Cancellation: A Bid may be cancelled prior to opening date or any or all bids may be rejected in whole or in part as may be specified in the solicitation, where it is in the best interest of the City in accordance with regulations promulgated by the Purchasing Office.

(g) Modification of Specifications after Bid Opening: The City reserves the right to negotiate with the lowest, responsive, and responsible bidder after the bids have been opened and before an award is made in an effort to make sure that the specifications and budget have been met. This will allow staff to add or delete parts for equipment or value engineer a project in the City's best interest. On construction projects the negotiations will be conducted with the design firm and City Staff before a recommendation is made for the award of the bid.

(h) Negotiation with Lowest Responsive and Responsible Bidder: Once a bid has been opened and accepted, the City reserves the right to negotiate with the lowest responsive and responsible bidder in an effort to ensure that the bid meets the approved budget and specification.

(i) Bid Award:
Responsive and Responsible Bidder(s): Subject to approval by the City Manager or their designee and City Council, bids shall be awarded to the lowest, responsive and responsible bidder(s).

Approval of Bids: All bid awards for amounts of $10,000 or greater shall be approved or rejected by the City Council.

Rejections of Bids: The City reserves the right to reject any or all bids if it determines such rejection to be in the best interest of the City.

Disqualification of Bids: The following types of bids shall be disqualified for consideration for a bid award:

- A bid arrives after the set time for submittal
- A bid which is incomplete in any material aspect
- A bid submitted without required bonds or insurance
- A bid submitted by a company on the ineligible source list.

d. Request for Proposals: Purchasing will be responsible for sending Requests for Proposals (RFP) when use of the sealed bid process is either not practicable or not advantageous to the City. The following criteria will be used when determining when to use the RFP process:

- When the quality, availability or capability is overriding in relation to price in procurement of technical supplies or services.

- When the initial installation needs to be evaluated together with subsequent maintenance and service capabilities and what priorities should be given these requirements in the City's best interest.

- When the market place will respond better to a solicitation permitting not only a range of alternate proposals, but evaluation and discussion of them before making the award.

RFP's will generally be solicited on a project-by-project basis. Services may include, but are not limited to, architects, engineers, and other professionals. The USER will submit the Scope of Services to Purchasing, who will then determine which of the following processes to use:

- Purchasing will request Letters of Interest and Statements of Qualifications from qualified firms. The responses will be reviewed by the USERS and the Purchasing Agent and interviews will be conducted with the firms selected by them. The Price Proposals will be requested from the most qualified firms.

- Purchasing will request Letters of Interest, Statement of Qualifications and Price Proposals from qualified firms. The USERS and the Purchasing Agent will review the

information submitted and make a selection from this information. This process should be used when the City is familiar with the firms.

- Purchasing will request Letters of Interest and Statement of Qualifications from qualified firms and schedule a meeting with all the firms to discuss the project and answer questions. Then the firms who have attended the meeting will submit Price Proposals. The USERS and the Purchasing Agent will review all the information and make a selection.

(1) Request for Proposal Receipt, Evaluation and Award

(a) Dissemination of Proposals: Proposals shall be disseminated through a Request for Proposal.

(b) Receipt of Proposals: No proposal shall be eligible for consideration by the City unless it is placed in a sealed envelope or package and actually received by the Purchasing Agent by the date and time specified in the RFP. The Purchasing Agent shall cause all proposals to be stamped with the date and time of receipt and secured until the designated opening time. A proposal delivered late shall under no circumstances be eligible for consideration by the City and shall be returned unopened to the bidder.

(c) Proposal Opening: Proposals shall be opened publicly in the presence of one or more witnesses on the date and at the time and place designated in the RFP. The name of each proposer shall be announced but no other information shall be disclosed nor shall the proposals be considered an "open record" until a contract is awarded.

(d) Proposal Cancellation: An RFP may be cancelled prior to opening date or any or all proposals may be rejected in whole or in part as may be specified in the solicitation, where it is in the best interest of the City in accordance with regulations promulgated by the Purchasing Office.

(e) Evaluation of Proposals

- Initial Evaluation: Each proposal shall be evaluated to determine whether it is responsive to the scope of services and other terms and conditions contained in the RFP. In evaluating the proposals, the evaluating team may communicate with each Proposer to clarify and amplify each Proposer's proposal. No information concerning any other Proposer's proposal shall be communicated in any way to the Proposer.

- Request of Supplemental Information: Additional information may be requested of Proposers.

(f) Award of Proposal

- Responsive and Responsible Proposal: Award shall be made to the responsible Offeror whose proposal is determined to be the most advantageous to the City based upon but, not limited exclusively to, price and the evaluation factors set forth in the RFP.

- Approval of Proposals: The City Manager or designee is authorized to approve all budgeted purchases up to $10,000. All proposals where cost is more than $10,000 shall be approved or rejected by the City Council.

- Rejection of Proposals: The City reserves the right to reject any or all proposals if it determines such rejection to be in the best interest of the City.

- Disqualification of Proposals: The following types of proposals shall be disqualified for consideration for award:

  - ♦ A proposal arrives after the set time for submittal

- A proposal submitted without required bonds or insurance
- A proposal submitted by a company on the Ineligible Source List.

e. Emergency Purchasing: It is understood that, from time to time, occasions arise at departments, which dictate immediate action to purchase items in order to prevent disruption of operations. The Purchasing Agent shall have the authority to purchase commodities and services where **there exists an emergency constituting a threat to public health, safety or welfare or to the soundness and integrity of public property or to the delivery of essential services and where the adverse effect of such emergency may worsen materially with the passage of time.**

If the emergency occurs after normal business hours and the Purchasing Agent is unavailable, the Department Directors/Chiefs will be given the same authority as the Purchasing Agent. The documentation and purchase requisitions are to be submitted to the Purchasing Office as soon as possible following the emergency.

Adherence to these regulations and procedures concerning dollar amounts and bidding will be followed as closely as circumstances will allow. All emergencies will be documented and reports given to the City Manager and Mayor and Council.

f. Sole Source Purchases: A contract may be awarded or a purchase made without competition when the City determines that there is only one source for the required products, supply services, or construction items. The Purchasing Agent shall conduct negotiations as appropriate, as to the price, delivery, and terms to determine reasonableness of price. A separate file of sole source procurements shall be maintained as a public record and shall list each contractor's name, the amount and type of each contract, and a listing of the item(s) procured under each purchase order or contract.

g. Grants/Donations: Periodically, the City may be given private/public grants and donations from sources such as the State and Federal Government and private corporations. These types of solicitations are more restrictive and will dictate the procurement process and methodology that the City is to follow for an award.

3. Responsible for Prices: The final determination of the price and terms of any goods, materials or services shall rest with the Purchasing Office.

4. Records: It shall be the responsibility of the Purchasing Office to document all contracts, purchases, agreements for services, and leases and to maintain said documents consistent with the records retention policy of the City. All agreements or contracts binding the City must be in writing. There will be no exceptions.

5. Negotiations of Agreements: All negotiations of agreements for supplies, materials, or services, shall be conducted by the Purchasing Office. It is recognized that special situations may exist where there is a special need for the USER to be involved in the negotiation process. This must be in conjunction with the Purchasing Office at all times. The Purchasing Office will make final recommendation for agreements.

6. Approvals:

a. It is the responsibility of the Purchasing Office to secure all necessary approvals of the City Manager or their designee, or legal authority, in writing, when necessary to protect the City and its legal liability prior to execution of a contract or purchase agreement.

b. The Purchasing Office may make any authorized purchase for which payment will be made in a current, routine manner following receipt of the goods or services. Procurement by leasing, long-term financing, or any other special non-routine method must be approved in advance by the City Council.

The City Manager or his designee is authorized to approve budgeted purchases or contracts up to $10,000 without obtaining Council approval. The USER is responsible for making the recommendation for the award.

Council must approve any non-budgeted purchase or contract over $10,000. The USER is responsible for submitting the recommendation for this award.

c. The Purchasing Office will not normally provide purchase orders after procurement has been initiated. Also, purchases must be documented by the USER with appropriate requisition and specific budget account number prior to the issuance of the purchase order number.

d. In the case of contracts (other than routine purchase orders), leases or service agreements (either new or renewals), the approval process is necessary. All such documents will be forwarded to the Purchasing Office if not originated in said department. The Purchasing Office will acquire the necessary approvals prior to execution of any agreement, contract or lease through the City Attorney's office. When said contracts, leases or service agreements are up for renewal or expiration the Purchasing Office will notify the USER for approval to either maintain the contract or bid a new contract. The Purchasing Office will be responsible for maintaining a file of all current contracts, leases or service agreements.

(1) The Purchasing Agent will review the contract for form, completeness, insurance considerations, legal implications, and any other items dictated by each situation. The contract will then be sent to the USER and approved and returned to Purchasing. The Purchasing Office will be responsible for having the contract signed by the City Manager or their designee after it is signed by the vendor.

(2) The Purchasing Office will forward three copies of the contract for signature to the vendor, with them returning two copies.

(3) The original of the contract will be filed in the open contract file. The other copy will be attached to the purchase order.

(4) A copy of the completed contract will be forwarded to the USER.

(5) Once a contract is awarded by the City the contract may be amended without the necessity of rebidding such contract, provided that such amendment shall not result in a variance in price exceeding fifty percent (50%) of the original contract amount.

7. Delivery, Quality, and Payment: It shall be the responsibility of the Purchasing Office to insure the quality, delivery, and payment of required goods and services.

8. Disputes: Final adjudication of any dispute between the vendor and USER shall be made by the Purchasing Office with appropriate input from the USER.

9. Vendor: In most cases, contact with vendors will be by the Purchasing Office and in conjunction with the USER as necessary.

10. Return of Goods and/or Cancellation of Agreements: All return of goods must be initiated by the USER through the Purchasing Office. Additionally, all cancellations of, or modifications to, any agreements must be made by the Purchasing Office.

11. Receiving of Goods: It shall be the responsibility of the USER to ensure that purchased goods and equipment are received, inspected and verified as to condition. This will be accomplished by the use of a Receiving Report. Since the Department head signed the purchase requisition, he or she cannot be the receiver of the goods and must appoint an individual within the department to be the receiver of the goods and services.

12. Use of State Contracts: The Purchasing Manager may, independent of the requirements of bid process of this article, procure supplies, services or construction items through the contract

established through competitive means by the purchasing division of the State of Georgia, and collaborative agreements deemed to be in the best interest of the City.

13. Change Orders:

The Purchasing Office will review all change orders and adjust encumbrances as applicable. Change orders will be processed to correct the account distribution, quantity, addition/deletion of line items, change in description, and unit price.

If a quoted price is equal to or less than $5,000, the Department Head will approve. If a requisition for change order is received in over $5,000; the requisition will be sent to the Finance Director and City Manager for approval. Any requisition with a change order over $10,000 requires Mayor/City Council approval. The department cannot use the change order process to circumvent the Purchasing Policy.

VI. Property Disposal

A. Excess, Surplus, and Obsolete Materials: It shall be the duty of the USER to report all excess, surplus or obsolete materials to the Purchasing Office. At this point, the Purchasing Agent will examine alternatives as to the most advantageous disposition of the items. Items could be refurbished or reconditioned, transferred, traded in on new equipment or sold by auction or sealed bid.

1. Transfer: The most gainful method for handling an item no longer needed by a department is to transfer it to another department that has a use for the item.

2. Trade-In: In replacing obsolete equipment, it is sometimes advantageous to trade-in the old equipment. The invitation for bids on the replacement item should call for bid prices with or without trade-in and provided that award may be made either way.

3. Sale: Excess, surplus and obsolete items not transferred will be consolidated and offered for sale by auction or by sealed bid method. The consolidated list will be submitted to Council for approval before an auction or sealed bid is organized. The property offered for sale will be on an “AS IS/WHERE IS” basis. The sale will be given public notice. Sealed bids will be opened at the time and place announced with the City retaining the right to reject any and all bids.

B. Sale to Employees: To reduce opportunities for deception and to help avoid any appearances of impropriety in the disposition program, it will be the policy to prohibit the direct sale of surplus property to any City employee. This policy does not prohibit City employees from extending an offer at a public auction or in the form of a sealed bid.

C. Allocation of Proceeds: Proceeds from the sale of excess or surplus property will go into the General Fund.

STATE OF GEORGIA
GWINNETT COUNTY **RESOLUTION 2012-10-19**

A RESOLUTON ADOPTING AND APPROVING RULES AND PROCEDURES FOR CITY COUNCIL MEETINGS AND PUBLIC HEARINGS FOR THE CITY OF PEACHTREE CORNERS, GEORGIA

WHEREAS: Well-organized meetings allow a City Council to reach decisions in a fair and consistent manner; and

WHEREAS: Efficiency is served when the process of planning and conducting public meetings is clearly stated and understood by public officials and citizens; and

WHEREAS: Public participation and access to the governmental decision-making process is a key element of an open and transparent organization.

NOW, THEREFORE, BE IT RESOLVED that all meetings of the Mayor and Council of the City of Peachtree Corners, Georgia shall be conducted in accordance with the provisions of this meeting organization as outlined in the attached Rules and Procedures.

SECTION 1. That the Rules and Procedures for City Council Meetings and Public Hearings are adopted and attached hereto as if fully set forth herein; and

SECTION 2. That this Resolution shall become effective upon its adoption.

SO RESOLVED this the 2nd day of October, 2012.

Approved:

_____
Mike Mason, Mayor

Attest:

_____
Joan C. Jones, Acting City Clerk (Seal)

RULES AND PROCEDURES FOR CITY COUNCIL MEETINGS AND PUBLIC HEARINGS FOR THE CITY OF PEACHTREE CORNERS, GEORGIA
October 2, 2012

Section 1. Open Meetings/Closed Meetings. All meetings of the Mayor and City Council shall be held in accordance with the provisions of Title 50, Chapter 14 of the Official Code of Georgia Annotated. The public shall be afforded access to meetings other than Executive Sessions, in compliance with Georgia law. Only Executive Sessions held in accordance with Georgia law may be closed to the public. A majority vote of the quorum present for the open meeting is required to close a meeting and a specific reason(s) for closing the meeting must be stated for the minutes.

Section 2. Executive Sessions. Executive sessions of the Council may be held for the purpose of discussing topics exempted from public access requirements by Title 50, Chapter 14 of the Official Code of Georgia Annotated. Meetings will only be closed to the public for the purposes allowed within State law.

(a) Non-Exempt Topics. If a Council Member attempts to discuss a non-exempt topic during an Executive Session, the Mayor shall immediately rule that Council Member out of order and such discussion shall cease. If the Council Member persists in discussing the non-exempt topic, the Mayor shall adjourn the meeting immediately.

(b) Procedure for Entering Into Executive Sessions. No Executive Session shall be held except pursuant to a majority affirmative vote of the City Council Members present with the vote taken in a public meeting. The minutes of the public meeting shall reflect the names of the Council Members present, those voting for the Executive Session, and the specific reasons for the Executive Session. When the closed meeting ends there should be a motion, second and vote to return to the open meeting. All votes taken on items discussed in Executive Session shall be taken in an open meeting.

(c) Executive Session Minutes.

(1) Executive Sessions Discussing Real Estate Acquisition. Minutes of an Executive Session in which the acquisition of real estate is discussed shall be taken in the same manner as minutes of an open meeting (Section 21) and shall be available for public inspection except that any portion of the minutes identifying the real estate shall be redacted until such time as the action for acquisition of the real estate is taken, or decision is reached that the proposed acquisition is to be terminated, abandoned or until court actions are to be initiated through the use of condemnation proceedings.

(2) Other Executive Sessions. Reasons for meeting in Executive Session are 1) to discuss pending or potential litigation with legal counsel and to discuss or settlement (vote must be made in an open meeting); 2) to discuss the purchase, lease or disposal of property; 3) to discuss the acquisition, disposition or lease of real

estate by the city; 4) to discuss hiring, compensation, evaluation or disciplinary action for a specific public officers or employee; 5) to interview an applicant to be an executive head of a department; 6) to discuss records that are exempt from disclosure. Minutes of Executive Sessions devoted to any permissible topic other than land acquisition shall be maintained by the clerk in accordance with State of Georgia law.

(d) Mayor or Presiding Officer Affidavit. The Mayor or other presiding officer shall execute an affidavit stating, under oath, that the Executive Session was devoted to topics exempt from the public access requirements. The affidavit shall include the specific exemption to the open meetings law. The City Attorney shall review and approve the form of the affidavit to be utilized, as well as the completed affidavit to be executed for each Executive Session. The affidavit shall be notarized and filed with the minutes of the open meeting.

Section 3. Visual and Sound Recordings. Visual and sound recordings shall be permitted for all public hearings, as long as such recordings are in accordance with State law.

Section 4. Quorum. A quorum must be present for conducting meetings of the City Council. A quorum is four (4) members of the City Council. Any Council Member may raise a point of order directed to the Mayor or presiding officer if he or she believes that a quorum is not present. If, during the course of a meeting, a Council Member or Council Members leave and a quorum no longer exists the meeting may not continue. If a quorum is not attained within thirty (30) minutes, the meeting may be rescheduled by the Mayor or presiding officer with the approval of the Council Members present.

Section 5. Mayor. As provided in Section 2.28 of the City Charter, the presiding officer of the City Council shall be the Mayor. As presiding officer, he or she is responsible for the orderly conduct of the meeting. In order to fulfill this duty, the Mayor shall enforce the rules of procedure that are adopted by the City Council. The Mayor shall be impartial and conduct the meetings in a fair manner. The Mayor may name a Sergeant-at-Arms to assist in maintaining the orderly conduct of the Council Meetings. In addition, as provided in Section 2.28, the Mayor is treated as one of the Council Members for quorum and voting purposes, and the Mayor may vote on all matters before the City Council.

Section 6. Mayor Pro-Tempore. As provided in Section 2.27 by a majority vote, the councilmembers shall elect a councilmember to serve as mayor pro tempore. The mayor pro tempore shall assume the duties and powers of the mayor during the mayor's physical or mental disability or absence. Any such disability or absence shall be declared by a majority vote of the councilmembers. The mayor pro tempore shall sign all contracts and ordinances in which the mayor has a disqualifying financial interest as provided in Section 2.14 of the city charter. Council shall select a Mayor Pro-Tempore from the Council Members at their first meeting following each general election by a majority vote. The Mayor Pro-Tempore shall serve a term of two years and until a successor is elected.

Section 7. Presiding Officer. If the Mayor and the Mayor pro-tem are absent or otherwise unable to serve as presiding officer at a meeting and a quorum of Council Members is present, the remaining Council Members shall select a Council Member to serve as presiding officer of the meeting until either the Mayor or Mayor pro-tem is present at the meeting.

Section 8. Parliamentarian. The City Attorney shall serve as the parliamentarian for City Council meetings.

Section 9. Amendments to the Rules. Any amendments to the rules of order shall be submitted by a Council Member in writing to the city manager three business days before a regular meeting of the City Council. The proposed amendment shall be included in the agenda for that meeting and distributed to all Council Members. All amendments require a two-thirds vote of the Council to be adopted.

Section 10. Suspending the Rules of Order. Rules of Order may be suspended in the case of an emergency. A motion to suspend the rules requires a second, is debatable, and requires a two-thirds vote of the Council. Rules governing quorums, voting methods and requirements, the notification to Council Members of meetings and rules necessary for compliance with state law may not be suspended; provided, however, that, in the event that a state of emergency is declared by the Governor or other authorized state official, the City Council may waive time-consuming procedures and formalities imposed by state law.

Section 11. Regular Meetings. Regular meetings of the City Council shall be held at a time determined by majority vote of the City Council and approved by ordinance as provided by Section 2.18 of the City Charter. All regular meetings shall be held in the City Council meeting room, provided however, that other sites are allowed prior to the opening of City Hall or as provided by other sections of this document. A notice containing the foregoing information shall be posted and maintained in a conspicuous place available to the general public at the regular meeting place of the City Council. Prior to the establishment of a regular meeting place, the public notice shall be posted at the location at which the meeting will be held.

Section 12. Meetings Other Than Regular Meetings. The City Council may meet at times and locations other than those regularly scheduled meetings.

> **(a) Special Meetings and Rescheduled Regular Meetings.** A regular meeting may be canceled, rescheduled, recessed or moved to a new location within the City by the Mayor or by a majority of the Council in office for any reason. As provided in Article II, Section 2.18 of the City Charter, special meetings of the City Council may be held on call of the Mayor or three (3) council members. Notice of such special meetings shall be served on all other members personally, by registered mail or by electronic means or by telephone at least 48 hours in advance of the meeting. Such notice shall not be required, if the Mayor and Council Members are present when the Special Meeting is called. Such notice of any Special Meeting may be waived by a Council Member in writing before or after such a meeting. Attendance at a meeting shall also constitute a waiver of notice on any business transacted in such Council Member's presence. Only the business stated in

the call may be transacted at the Special Meeting. Notice to the public shall be given in accordance with State law.

(b) Meetings With Less Than 24 Hours Notice. When emergency circumstances occur, the City Council may hold a meeting as allowed by State law. When such meetings are to be held, the clerk shall provide notice to the legal organ of the city and to each member of the city governing authority as soon as possible. The notice shall include the subjects expected to be considered at the meeting. In addition, the minutes shall reflect the reason for the emergency meeting and the nature of the notice given to the media and public.

(c) Meetings during a State of Emergency. When it is imprudent, inexpedient or impossible to hold City Council meetings at the regular meeting place due to emergency or disaster resulting from manmade or natural causes, as declared by the Governor or other authorized state official, the City Council may meet anywhere within or outside of the city. Such a meeting may be called by the Mayor and one (1) Council Member or three (3) Council Members. At the meeting, the Council Members shall establish and designate emergency temporary meeting locations where public business may be transacted during the emergency. Any action taken in such meetings shall have the same effect as if performed at the regular meeting site.

Section 13. Order of Business. All regular City Council meetings shall substantially follow an established order of business. The order shall be as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Minutes
5. Public Comment
6. Approval of Meeting Agenda
7. Consent Agenda
8. Reports and Presentations
9. Old Business
10. New Business
11. Other Business
12. Public Comment
13. Adjournment

Section 14. Agenda. The City Manager shall prepare an agenda of subjects to be acted on for each meeting. Work Session topics and Council agenda items shall be submitted consistent with the process established by the City Manager. The agenda shall be approved by the City Manager and the Mayor. The agenda shall be made available to the City Council at least two (2) days before every City Council meeting.

(a) Requests For Agenda Items. Members of the public may request that a particular subject be placed on the agenda for a meeting. To be considered, this request shall be submitted in writing to the City Manager.

(b) Changing the Agenda. The order of the agenda may be changed during a meeting by a majority vote of the City Council. A new item, other than a zoning decision, may be added to the agenda by a majority vote of the City Council only if it becomes necessary to address the item during the meeting. An existing item may be removed from the agenda by the majority vote of the City Council.

(c) Agenda Must Be Made Public. The agenda of all matters to come before the City Council shall be made available to the public upon request and shall be posted at the meeting site as far in advance as reasonably possible, but not less than 24 hours prior to the start of the meeting, the agenda will be posted at place of regular meetings. Notice of the agenda for emergency meetings will be handled in accordance with State law.

Section 15. Consent Agenda. A consent agenda may be prepared by the City Manager for the City Council to unanimously adopt motions on routine items. Any items of business that are expected to receive unanimous approval without debate may be placed on a consent agenda. At the appropriate time of the meeting, the items shall be read by the clerk for public notification. If a Council Member objects to an item being on the consent agenda, the Council Member shall direct to move that particular item to the regular agenda. No second is required. Following the reading of the consent agenda, the Mayor may ask for unanimous approval of the items on the consent agenda. If there are no objections, all the items on the consent agenda shall be approved by a majority vote of the City Council.

Section 16. Decorum. All Council Members shall conduct themselves in a professional and respectful manner. All remarks shall be directed to the Mayor and not to individual Council Members, staff, or citizens in attendance. Personal remarks are inappropriate and may be ruled out of order. A Council Member may not speak at a meeting until he or she has been recognized by the Mayor. All comments made by a Council Member shall address the motion that is being discussed. The Mayor shall enforce these rules of decorum. If a Council Member believes that a rule has been broken, he or she may raise a point of order. A second is not required. The Mayor may rule on the question or may allow the City Council to debate the issue and decide by majority vote.

Section 17. Voting. Under normal circumstances, passage of a motion shall require the vote of at least four (4) Council Members, and must receive the affirmative vote of a majority of those voting at which a quorum is present. Voting shall be by voice vote and the vote shall be recorded in the record, but any member of the City Council shall have the right to request a roll-call vote and such vote shall be recorded in the minutes. If the vote is not unanimous, the record shall reflect the affirmative and the negative vote of each member.

Except as otherwise provided in the City Charter, the affirmative vote of a majority of the Council Members present shall be required for the adoption of any Ordinance, Resolution or Motion.

Section 18. Abstentions. No Council Member shall abstain from voting except in the case of a conflict of interest or if absent when a motion being voted upon was made. If a conflict of

interest does exist, the Council Member shall provide a specific explanation of the conflict, and the explanation shall be recorded in the minutes and the Council Member shall recuse himself/herself from the room.

Section 19. Public Participation. Public participation in meetings of the City Council shall be permitted in accordance with the provisions of this section.

(a) Public Comments. The floor shall be open for public comments at two points during the meeting. The first public comments section will be provided immediately following the approval of the meeting agenda. This public comments period will last a maximum of thirty minutes, and speakers' comments will be limited to three (3) minutes each.

In addition, the final agenda item of the meeting shall be reserved for comments from the public. Speakers' comments during this period will be limited to three (3) minutes each. All members of the public wishing to address the City Council shall submit their name and the topic of their comments to the city clerk prior to the start of any meeting held by the City Council; provided, however, that if the applicants of rezoning actions or individuals who wish to oppose a rezoning action have contributed more than $250 to the campaign of a Council Member, the individual shall file a campaign disclosure form as required by O.C.G.A. § 36-67A-3 at least five (5) calendar days prior to the first hearing by the City Council. Individuals will be held to the established time limits. These limits may be waived by a majority vote of the City Council.

(b) Public Hearings. The City Council may schedule public hearings for the purpose of soliciting public comment on any subject of interest to the City Council. Hearings may be held immediately prior to, during or following a meeting of the City Council or at such other places and times as the City Council may determine. Hearings may last up to, but not more than ten (10) minutes per speaker. These limits may be waived by a majority vote of the City Council. No official action shall be taken during any such public hearing. **Hearings on zoning decisions shall be governed in accordance with the zoning policies and procedures**.

(c) Decorum. Members of the public shall not make inappropriate or offensive comments at a City Council meeting and are expected to comply with the rules of decorum that are established for Council Members. Individuals violating any rules of the City Council may be ruled out of order by the Mayor or on a point of order made by a Council Member. A majority vote of the City Council shall rule on the point of order. An individual violating the rules of decorum may be removed from the meeting at the direction of the Mayor.

Section 20. Meeting Summary. A summary of the actions taken in a meeting and the names of the Council Members present at a meeting shall be prepared by the City Clerk and made available to the public for inspection within two business days of the adjournment of the meeting. This summary will be noted as unofficial prior to adoption by the Council of the minutes for the meeting.

Section 21. Minutes. The City Clerk shall promptly record the minutes for each City Council meeting. The minutes shall specify the names of Council Members present at the meeting, a description of each motion or other proposal made at the meeting, the name of the Council Member who proposed each motion, the name of the Council Member who seconded each motion, and a record of all votes. In the case of a roll call vote, the name of each Council Member voting for or against a proposal shall be recorded. It shall be presumed that a Council Member has voted in the affirmative unless the minutes show otherwise.

The City Council shall approve the minutes before they may be considered as an official record of the City Council. The minutes shall be open for public inspection once approved as official by the City Council but in no case later than immediately following the next regular meeting of the City Council. A copy of the minutes from the previous meeting shall be distributed to the City Council in the agenda package for the following meeting. The minutes of the previous meeting shall be corrected, if necessary, and approved by the City Council at the beginning of each meeting. A majority vote is required for approval. Conflicts regarding the content of the minutes shall be decided by a majority vote. Upon being approved, the minutes shall be signed by the Mayor and attested to by the City Clerk.

Section 22. Procedure and Deadline. The Mayor and City Manager are authorized to establish detailed procedures and deadlines as necessary to ensure the effective organization of Council proceedings and orderly handling of business to come before the Council, in accordance with the Rules and Procedures adopted by the Mayor and Council.

Section 23. Roberts Rules of Order. This document shall serve as the rules and procedures of the Mayor and City Council. In the absence of applicable rules and procedures which may from time to time be encountered during the public meetings, Roberts Rules of Order shall be followed.

Section 24. Deferrals. Upon request of the Mayor or a member of the City Council, an item up for vote can be deferred for one (1) meeting. This “normal course” deferral may not be repeated for any item deferred in accordance with this provision.