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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 16, 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 October 2, 2012 Council Meeting Minutes

F) PUBLIC COMMENTS

G) APPROVAL OF MEETING AGENDA

H) CONSENT AGENDA-No Items

I) REPORTS AND PRESENTATIONS

D. Wheeler »Update on Community Development Planning Issues
 »RFP for the Comprehensive Plan for the City of Peachtree Corners

Accent Media »Presentation of City Logo and Tagline

J) OLD BUSINESS

- 1. O2012-10-64** **SECOND READ** and Consideration to Authorize 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** **SECOND 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

K) NEW BUSINESS

1. **ACTION ITEM** Consideration to Approve and Authorize the Request for Proposals for Development Services for the City of Peachtree Corners, Georgia
2. **R2012-10-22** Consideration of Resolution to Accept the Transfer of Ownership of the City of Peachtree Corners Website Domain Name
3. **R2012-10-23** Consideration of Resolution to Approve the City Logo and Tagline for the City of Peachtree Corners, Georgia
4. **R2012-10-24** Consideration of Resolution to Adopt the Revised Emergency Operations Plan for Gwinnett County and Its Municipalities
5. **ACTION ITEM** Consideration of Resolution to Approve the Georgia Emergency Management Agency-Homeland Security Statewide Mutual Aid and Assistance Agreement for the City of Peachtree Corners, Georgia
6. **ACTION ITEM** Consideration of Request For Proposals for Financial Software for the City of Peachtree Corners, Georgia
7. **ACTION ITEM** Consideration to Approve a Corporation Agreement Between Gwinnett County, the City of Norcross and the City of Peachtree Corners, Georgia Regarding the Gwinnett Village Community Improvement District Board

L) OTHER BUSINESS

M) EXECUTIVE SESSION

N) ADJOURNMENT

CITY OF PEACHTREE CORNERS
COUNCIL MEETING
October 2, 2012 @ 7:30pm

The Mayor and Council of the City of Peachtree Corners held a Council Meeting on Tuesday, October, 2, 2012 at 7:30pm 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
Council Member	James Lowe - Post 2
Council Member	Alex Wright - Post 3
Council Member	Jeanne Aulbach - Post 4
Council Member	Lorri Christopher - Post 5
Council Member	Weare Gratwick - Post 6
City Attorney	Bill Riley, Scott Robichaux
City Manager	Julian Jackson
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. He welcomed City Manager Julian Jackson and commented it was good to have Council Member Sadd back.

MINUTES: Mayor Mason called for a motion to consider the September 20, 2012 Council Meeting Minutes and September 25, 2012 Work Session Summary. 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 17th through September 28th time frame. The report included an update on the various meetings she has attended, the number of permits issued by Gwinnett County and a brief overview of the Roberts property located at Medlock Bridge and Peachtree Parkway. She explained there has been no application submitted for this property; however, there has been action to have the property consolidated under a single ownership.

Acting City Clerk Jones requested Council to consider amending tonight's agenda to include item H-13: under New Business: A Resolution to Consider and Approve a Cable Franchise Fee Agreement and the correction of scribner's error on the number of Resolutions 2012-10-18/19. There was council consensus to amend the agenda to include these changes.

Report on Possible Franchise Agreements was delayed until Attorney Riley arrived.

NEW BUSINESS: The First Reading of Ordinance 2012-10-64 Granting to **Atlanta Gas Light Company** 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, for Constructing, Maintaining,

Renewing, Repairing and Operating a Gas Works and Gas Distribution System, and other Necessary Means for Manufacturing, Transmitting, Distributing and Selling or Manufactured, Natural or Commingled Gas Within and through the City of Peachtree Corners and the Fixing Terms and Conditions of Such Grant; To Provide Provisions Governing the Franchise Fee Calculations proved and Effective Date and for Other Purposes was held. Clarification was requested on the how the calculation of the fee is made. Attorney Robichaux explained he will research and provide that information at the next meeting before any action is taken on this ordinance.

The First Reading of Ordinance 2012-10-65 Amending 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 was held. City Manager Jackson explained this needs to be adopted by the end of the year in order to collect these types of fees.

CITY ATTORNEY APPOINTMENT: Council Member Aulbach motioned, seconded by Council Member Christopher to appoint William Riley as the City Attorney for the City of Peachtree Corners, Georgia. There being in discussion, the motion carried unanimously. **(ACTION ITEM)**

JOB DISCRPTION CITY CLERK: City Manager Jackson reviewed the Job Description for the City Clerk position. Council Member Gratwick motioned, seconded by Council Member Christopher to approve and authorize the advertisement for this position. During discussion, there was clarification of certification training. There being no further discussion, the motion carried unanimously. **(ACTION ITEM)**

RFP for DEVELOPMENT SERVICES: Council Member Aulbach motioned to table this item for further review, for discussion purposes Council Member Lowe seconded this request and requested to hear the presentation on this proposal. Community Development Director Wheeler provided a handout of a revised request for proposal for Development Services; she reviewed what is being requested, the purpose of this RFP and various duties that would be provided to whomever received the award. After discussion, Mayor Mason called the motion and the motion carried unanimously.

FINANCIAL and PROCUREMENT POLICY: Council Member Lowe motioned, seconded by Council Member Christopher to approve Resolution 2012-10-19 Adopting the City of Peachtree Corners, Georgia Financial and Procurement Policy for the City of Peachtree Corners. **(RESOLUTION 2012-10-19)**

POLICY FOR RULES and PROCEDURES FOR MEETINGS: Attorney Riley and Acting City Clerk Jones reviewed this policy that outlines the procedure for council meetings, executive session, hearings. There was discussion on the appointment of Mayor ProTem, process for Public Hearings, Consent Agendas, Public Comment time and responses. Amendments were made to the proposed policy. Council Member Christopher motioned, seconded by Council Member Gratwick to approve Resolution 2012-10-20 Adopting Rules and Procedures for Council Meetings and Public Hearings for the City of Peachtree Corners as amended. There being no further discussion, the motion carried unanimously. **(RESOLUTION 2012-10-20)**

PROFESSIONAL SERVICES PAYMENT: Mayor and Council considered the following Agenda Action Items as one motion-Consideration to Approve Payment to Riley McLendon, LLC for Professional Services for the months of May, June, July, August, 2012. Council Member Lowe motioned, seconded by Council Member Aulbach to approve payment for professional services to Riley McLendon, LLC for the months of May, June, July, August, 2012. There being no discussion, the motion carried unanimously. **(ACTION ITEM)**

PROPOSALS FOR IT AND FINANCIAL/ACCOUNTING SERVICES: City Manager Jackson reviewed the

history of the initial RFP and process for IT and Financial/Accounting Services and recommended the rejection of all the proposals received at this time. Council Member Lowe motioned, seconded by Council Member Aulbach to reject all proposals received regarding the proposals for IT and Financial/Accounting Services. There being no discussion, the motion carried unanimously. **(ACTION ITEM)**

CABLE FRANCHISE FEES: Attorney Riley reviewed this added agenda Resolution which establishes a franchise fee for holders of a Cable or Video Services Provider State Franchise, explaining this is collected by the state and now the city is eligible for those funds instead of Gwinnett County. Council Member Gratwick motioned, seconded by Council Member Lowe to approve Resolution 2012-10-21-Establishing a Franchise Fee in the City of Peachtree Corners, Georgia for Holders of a Cable or Video Service Provider State Franchise. The being no discussion, the motion carried unanimously. **(RESOLUTION 2012-10-21)**

Mayor asked if Attorney Riley had anything to give on his Reports and Presentations regarding Franchise Agreements. Mr. Riley explained the Cable Franchise Resolution was the jest of his report.

EXECUTIVE SESSION: No Executive Session held.

MAYOR'S COMMENTS: Mayor Mason asked City Manager for updates on what, if anything, Gwinnett County has done regarding the Energy Excise Tax and if they have resolved the issue with Georgia Power Company and the 70 or so residents to determine their location. Mr. Jackson said he will follow up and get back with the council.

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

Approved,

Attest:

Mike Mason, Mayor

Joan C. Jones, Acting City Clerk



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 10/8/12 – 10/12/12.

- A. Meetings with:
 - 1. Berkley Lakes representatives regarding border properties, annexations, mapping issues and regulations.
 - 2. Pond and Co. representative to prepare for 10-9 Board Member training session and review materials for future training session.
- B. Conducted Training Session for Boards – Plan Review 101- covering topics including how to read and assess a survey, site plan, landscape plan, and building elevations.
- C. Participated in Gwinnett Redevelopment Forum.
- D. Completed draft Comprehensive Plan RFP.
- E. Started research on Property Maintenance Code.
- F. Amended draft Development Services RFP.
- F. Responded to phone calls and e-mails from residents, business people, and others.

Gwinnett County Activity Report 10/8/12 – 10/12/12

- A. 19 building permits were issued.
- B. No development permits were issued.
- C. No development plans were submitted.



CITY OF PEACHTREE CORNERS REQUEST FOR PROPOSAL

Issue Date: 10/24/12	RFP Number: 2012-004	RFP Title: Peachtree Corners 2033 Comprehensive Plan
RFP Due Date and Time: 11/12/12 11 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 2012-004 Development Services RFP Due Date & Time: 11/12/12 11 AM
	Special Instructions: Submit 15 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 and website address (if available):
Primary Contact Person Name:	Primary Contact Person E-mail Address:

RESPONDENTS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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1. SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	10/24/12
Deadline for Receipt of E-Mail Questions from Respondents.....	11/02/12
Deadline for Posting of Written Answers to City Website	11/05/12
RFP Response Due Date.....	11/12/12
Intended Date for Contract Award.....	12/04/12
Intended Date for Contract Signing.....	12/18/12
Intended Date for Notice to Proceed.....	12/19/12
Intended Date to Adopt Comprehensive Plan.....	10/01/13

2. PURPOSE OF RFP

The City of Peachtree Corners (“City”) is seeking qualified proposals for the creation of its first Comprehensive Plan, a document that is intended to fulfill the following objectives: 1) guide the City’s development over the next 20 year; 2) comply with the rules established by the Georgia Department of Community Affairs in Chapter 110-12-1; and 3) Meet requirements necessary to achieve Qualified Local Government status.

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. While the services the City provides are limited, its long range vision is intended to be comprehensive and encompass all the components that influence quality of life in the City as outlined in Section 4, below.

4. SCOPE OF PROJECT

The State of Georgia Department of Community Affairs requires the City of Peachtree Corners to develop a Comprehensive Plan that meets the specific requirements outlined in Chapter 110-12-1(as amended, effective 1/1/13). At a minimum, the new 2033 Comprehensive Plan will have to include three components: 1) Community Goals; 2) Needs and Opportunities assessment; and 3) Community Work Program. In addition to these three plan components, the following plan elements shall also be included:

1. Land Use
 - a. Inventory of existing uses by location and land use type
 - b. Identification of vacant , developed and under-developed land
 - c. Establishment of future land uses including category descriptions and map
 - d. Relationship of land use categories to zoning categories
 - e. Identification, description, goals and objectives for character areas
 - f. General land use goals and objectives
2. Housing
 - a. Housing stock inventory: type, age, and condition
 - b. Percent of owner occupied vs. tenant occupied housing
 - c. Special needs housing including assisted living facilities and group homes.
 - d. Single-family home values: median, historical, existing, and future projections
 - e. Median Rent
 - f. Foreclosures and vacancy rates for single-family and multi-family housing
 - g. Assessment of housing supply and projection of future housing needs
 - h. General housing goals and objectives
3. Economic Development
 - a. Economic base inventory
 - b. Employment by sector
 - c. Major employers
 - d. Labor force analysis
 - e. Development trends
 - f. Programs, resources, and tools
 - g. General Economic Development goals and objectives

4. Transportation
 - a. Inventory of existing facilities including roads, bridges, truck routes, public transportation, pedestrian and bike facilities
 - b. Roadway Network: jurisdiction, functional classification, number of lanes, LOS
 - c. Current and anticipated improvement projects
 - d. Opportunities for transportation and land use connections
 - e. General Transportation goals and objectives

5. Population
 - a. Existing and forecast populations
 - b. Household size
 - c. Household forecasts and trends
 - d. Age distribution
 - e. Racial/ethnic composition
 - f. Educational attainment
 - g. Income
 - h. General Population goals and objectives

6. Community Facilities and Resources
 - a. Inventory of public safety facilities
 - b. Inventory of recreation and open space facilities
 - c. Inventory of natural features
 - d. Inventory of educational and cultural resources
 - e. Water supply, sewerage system, solid waste management, public health facilities
 - f. Assessment of current and projected facility needs
 - g. General Community Facilities and Resources goals and objectives

5. PROJECT RESPONSIBILITIES

The City would like to procure the services of a qualified consultant to oversee the anticipated nine month process to produce a 2033 Comprehensive Plan that meets DCA's stipulated requirements, identifies existing conditions, forecasts projections, identifies needs, and establishes a vision to guide the City's growth. The City's desire is to incorporate public participation and facilitate a process that is both inclusive and transparent.

It is anticipated that the consultant's work will include the following responsibilities:

- Preparation of the three plan components and the six plan elements outlined above.
- All required data collection and analysis
- Preliminary and final identification of character areas
- Preliminary and final identification of issues, needs, opportunities, and goals

- Facilitation of public meetings and participatory exercises (charrettes, visioning sessions, etc.) to help stakeholders and citizens set a vision for the city. (estimated 4 meetings)
- Facilitation of meetings with/ presentations to elected officials, appointed officials, and steering committee members (estimated 6 meetings)
- Establishment of all base-line demographic information and development of an accurate inventory of community facilities, vacant and developed land, housing by type, infrastructure, and other city resources including, but not limited to, the specific items listed with elements #1- #6 outlined in Sec. 4 of this document.
- Review of existing zoning, land use regulations, and other ordinances in order to recommend changes to make them consistent with the new comprehensive plan.
- Preparation of digital and hard copy maps (5 copies of each map document in each format)
- Preparation of the 2033 Comprehensive Plan document in digital and hard copy formats (20 copies of plan document in each 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 Project, along with past performance, comparable experience, cost and other factors as follows:

Team Organization	10%
Understanding of Project/ Project Approach	20%
Familiarity with DCA and ARC Procedures and Regulations	20%
Previous Comparable Experience	20%
<u>Cost</u>	<u>30%</u>
Total	100%

7. DURATION OF SERVICE

The intended duration of this service agreement is estimated to be from the signing of the contract through the end of 2013 or to project completion, whichever occurs first.

8. KEY REQUIREMENTS

A. Proposal Deadline.

All proposals must be received by 11:00AM Monday, November 12, 2012 to be considered. There will be no exceptions made. Fifteen (15) 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 Monday, November 12th 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 seven 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 Comprehensive Planning and the nature of services rendered;
- The firm's level of expertise as it relates to the development of Comprehensive Plans.
- The experience of the proposed personnel assigned to this engagement;
- Experience with DCA personnel and procedures;
- Letter signed by a partner or principal of the firm.

Section #3: Proposed Approach (no page limit)

- Identify the method by which the work will be performed; the strategy to involve the public and the timeline to meet the City's desired goal.

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.

Section #7: *Costs*

- Provide the costs associated with each element, phase, and /or work product from project initiation through completion.

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 **11/02/12**. 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 **11/05/12**, 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)**

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 \$ [REDACTED].
- (c) *Base Year Dedicated Design Day Capacity or "DDDCbY"* means [REDACTED], 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: $\frac{FF = FFFbY \times (1 + (CPI-PFA)) \times DDDC}{DDDC}$

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: 10/17/12	RFP Number: 2012-003	RFP Title: Development Services
RFP Due Date and Time: 11/05/12 11 AM, Local Time		City Contact: Diana Wheeler diana.wheeler@cityofpeachtreecornersga.com

INSTRUCTIONS TO RESPONDENTS	
Return Proposal to: <p style="text-align: center;">City of Peachtree Corners City Hall 147 Technology Parkway Peachtree Corners, GA 30092</p>	Mark Face of Envelope/Package: Respondent's Name and Address RFP 2012-003 Development Services RFP Due Date & Time: 11/05/12 11 AM
Special Instructions: <p style="text-align: center;">Submit 12 copies of all documents</p>	

RESPONDENTS MUST COMPLETE THE FOLLOWING	
Respondent Name/Address:	Authorized Respondent Signatory: <p style="text-align: center;">(Please print name and sign in ink)</p>
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 →)	<input type="checkbox"/> Zoning Administration <input type="checkbox"/> Planning Administration <input type="checkbox"/> GIS Administration <input type="checkbox"/> Plan Review and Permitting <input type="checkbox"/> Building Inspections <input type="checkbox"/> Erosion Control Administration <input type="checkbox"/> Code Enforcement <input type="checkbox"/> Business License Administration <input type="checkbox"/> All of the above

RESPONDENTS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

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1. SCHEDULE OF EVENTS

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	10/17/12
Deadline for Receipt of E-Mail Questions from Respondents.....	10/26/12
Deadline for Posting of Written Answers to City Website	10/30/12
RFP Response Due Date.....	11/05/12
Intended Date for Contract Award.....	11/20/12
Intended Date for Contract Signing.....	11/30/12
Intended Date for Notice to Proceed.....	12/03/12
Intended Date to Start Full Operations.....	01/01/13

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. The 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.

The City seeks to provide services in the most efficient, cost effective manner; therefore, all aspects of the proposal should be offered at the minimum level necessary to meet the metrics outlined in Sec. 4 of this document. For example, staffing may include part-time personnel if the service offered does not necessitate a full-time position. **Respondents may choose to offer one or more services, but are not required to offer all services.**

4. SCOPE OF SERVICES

The City has established specific development services and associated metrics. 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. Development Services Metrics

The number of personnel needed to perform the services described previously shall be based on the metrics associated with each service described below and may include part-time personnel and /or full-time personnel that perform multiple functions, as determined by the Respondent to be most efficient and cost effective:

A. Zoning Administration

- 1) Respond to 5 walk-in inquiries daily from the general public regarding land development activities within the City.
- 2) Respond to 10 phone and e-mail inquiries daily.
- 3) Prepare a staff analysis for 2 administrative modifications or administrative variances filed per week.

B. Planning Administration

- 4) Respond to 3 inquiries daily from the public and applicants on the public hearing process.
- 5) Process 4 applications for public hearings per month including assisting the Director in the preparation of staff reports, advertisements and notifications.
- 6) Maintain files, assist with 2 City Boards and set up for 2 public meetings per month.

C. GIS Administration

- 7) Oversee the development, maintenance and updating of 1 zoning map, 1 future land use map, 1 city street map and various other city maps as needed.
- 8) Provide GIS related information and/or data in response to 4 requests per month.
- 9) Maintain an accurate data base and original files of all public hearing cases, adding data from 4 new cases per month.
- 10) Maintain all demographic, statistical, and performance measurement data for the City.

D. Plan Review and Permitting

- 11) Log-in and file 8 permit applications per day.
- 12) Review 3 building and site development plans daily for compliance with building codes and land development regulations.
- 13) Review 5 permit applications daily for accessory buildings, pools, interior finishes, trade permits, and other minor permits.

- 14) Issue comments or permits on plans submitted within 7 days of plan receipt.
- 15) Issue 2 CO's / CC's per day.
- 16) Review and coordinate the processing of 3 applications daily for signs, temporary uses, construction trailers, and other building and zoning related permits regulated by the City's Zoning Code.
- 17) Respond to 10 inquiries daily from builders, designers, tradesmen, homeowners, and others concerning building codes and other construction regulations.

E. Building Inspections

- 18) Take inspection calls, coordinate inspection scheduling, and provide 10, same-day inspections per day.
- 19) Respond to 3 requests per week to provide assessment of existing buildings and structures for code compliance including, but not limited to, energy code, ADA regulations, and building codes.
- 20) Create a weekly inspection log.

F. Arborist/ Erosion Control Administration

- 21) Respond to 5 complaints per week concerning drainage, water runoff, erosion, tree removal and other site related matters.
- 22) Inspect and approve location of tree protection fencing, erosion control measures, and other pre-construction protection and site stabilization activities for 2 sites per day.
- 23) Inspect and approve land disturbance activities during construction for 1 site per day.
- 24) Conduct 2 soil erosion and sedimentation control inspections per day.
- 25) Assess condition of trees and other plant material in response to 3 development activity and permit applications per week.
- 26) Review and provide comments on 2 erosion control plans and landscape plans per day.

G. Code Enforcement

- 27) Drive through 20% of City daily and identify code violations and property maintenance issues.
- 28) Respond, same day, to 4 complaints per day.
- 29) Issue and process 4 Notices of Violation per week.
- 30) Issue and process 2 court summons per month.
- 31) Prepare 2 court cases per month.

H. Business License

- 32) Provide information and respond to 10 inquiries regarding business licenses per day.
- 33) Receive and process applications and renewals for 1400 business licenses per year.
- 34) Perform inspections of 3 business premises per day to ensure compliance with business license requirements and zoning regulations.
- 35) Manage the City's business license data and maintain associated records for 1400 business license files.
- 36) Maintain electronic files, manage information, perform research, and generate 2 reports per month concerning business licenses in the City.

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
- 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
- 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 for certified personnel.
- 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 along with associated costs in a spreadsheet or table format. For example, a format similar to the following may be used:

Service	Personnel	Cost	Support	Cost	Total Cost
Zoning Administration	#___	\$___	Office supplies, printing, etc.	\$___	\$___
Business License	#___	\$___	Forms, clothing, printing, etc.	\$___	\$___
Code Enforcement	#___	\$___	Supplies, clothing, equipment	\$___	\$___
↓	↓	↓	↓	↓	↓
Total	#___	\$___		\$___	\$___

*Note - 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, comparable experience, 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 11:00AM Monday, November 5, 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 Monday, November 5th 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 **10/26/12**. 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 **10/30/12**, 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)**

**A RESOLUTION TO APPROVE THE TRANSFER OF OWNERSHIP OF THE
CITY OF PEACHTREE CORNERS WEBSITE DOMAIN NAME AND FOR OTHER
PURPOSES**

WHEREAS: Council Member James Lowe has so generously donated his time and funds to assist with the initial setup and development of the newly formed City of Peachtree Corners, Georgia website; and

WHEREAS: this website has been instrumental in helping inform the public about the events and news within the City of Peachtree Corners; and

WHEREAS: Council Member Lowe has agreed to donate and transfer the ownership of the www.cityofpeachtreecornersga.com domain name to the City of Peachtree Corners, Georgia;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peachtree Corners, Georgia while in session on October 16, 2012 agree to accept this donation and extend their appreciation on behalf of the city to Council Member Lowe for his support of the community.

SO RESOLVED AND EFFECTIVE this 16th day of October 2012.

Approved:

Mike Mason, Mayor

Attest:

Joan C. Jones, Acting City Clerk

(Seal)

A RESOLUTION TO ADOPT A CITY LOGO AND TAGLINE FOR THE CITY OF PEACHTREE CORNERS, GEORGIA AND FOR OTHER PURPOSES

WHEREAS: the Mayor and Council desire to officially adopt a City Logo and Tagline for the newly formed City of Peachtree Corners, Georgia; and

WHEREAS: the Attached "Exhibit A" depicts the City Logo and Tagline for consideration and adoption; now

WHEREAS: this resolution is effective upon its adoption,

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Peachtree Corners, Georgia while in session on October 16, 2012 adopt and approve as presented the City of Peachtree Logo and Tagline.

SO RESOLVED AND EFFECTIVE this 16th day of October 2012.

Approved:

Mike Mason, Mayor

Attest:

Joan C. Jones, Acting City Clerk

(Seal)

**A RESOLUTION TO ADOPT THE REVISED EMERGENCY OPERATIONS PLAN
FOR GWINNETT COUNTY AND ITS MUNICIPALITIES**

WHEREAS, Gwinnett County and its municipalities may be subjected to emergencies and disasters of all types; and

WHEREAS, Gwinnett County and its municipalities will continue to be prepared to respond during emergencies and disasters to protect public peace, health and safety and to preserve lives and property of the people; and

WHEREAS, Gwinnett County and its municipalities will plan and prepare in order to implement efficient emergency operations and to mitigate the effects of emergencies and disasters; and

WHEREAS, Such planning and operations has been a coordinated effort of local departments and agencies; and

WHEREAS, Gwinnett County and its municipalities will coordinate emergency mitigation, preparedness, response and recovery activities through the Gwinnett County Office of Emergency Management in a manner consistent with the requirements of the Georgia Emergency Management Agency; and

WHEREAS, The Gwinnett County Office of Emergency Management has developed, in partnership with local governments and community agencies, a comprehensive Emergency Operations Plan in compliance with the requirements of the Georgia Emergency Management Agency.

NOW THEREFORE, BE IT RESOLVED that the Gwinnett County Emergency Operations Plan of 2012 is hereby approved and adopted by the Mayor and Council of the City of Peachtree Corners, Georgia and it shall serve as the basis to assist all local governments and citizens in time of emergency or disaster.

So Resolved, this 16th day of October, 2012.

Approved,

Mike Mason, Mayor

Attested,

Joan C. Jones, Acting City Clerk

(Seal)

**GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY
STATEWIDE MUTUAL AID AND ASSISTANCE AGREEMENT**

The State of Georgia is vulnerable to a wide range of natural or man-made disaster/emergencies. The Georgia Emergency Management Act, as amended (The Act) gives the local governments of the State the authority to make agreements for mutual aid assistance in emergencies, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance. Under the Act the Agency has authority to coordinate assistance between local governments during emergencies and to provide available resources where needed.

This mutual aid agreement is entered pursuant to authorities contained in Articles I through III, Chapter 3, Title 38, Official Code of Georgia Annotated, including O.C.G.A. § 38-3-29, specifically.

ARTICLE I
STATEMENT OF AGREEMENT, DEFINITIONS AND AUTHORITIES

This Agreement is made and entered into between the participating political subdivisions, which approve and execute this agreement, hereinafter called "Participating Parties" and the Georgia Emergency Management Agency-Homeland Security (GEMA-Homeland Security). For purposes of this agreement, the following terms and expressions shall apply:

- (1) "Agreement" means this agreement, sometimes called the "Statewide Mutual Aid Agreement" (SWMAA).
- (2) "Assistance" includes personnel, equipment, facilities, services, supplies and other resources furnished to a Requesting Party pursuant to this agreement during an emergency or disaster.
- (3) "Assisting Party" means a Participating Party that provides assistance pursuant to this agreement during a disaster or emergency.
- (4) "Authorized Representative" means a Participating Party's elected or appointed official or employee who has been authorized in writing by that party to request, to offer, or otherwise to provide assistance or an employee of GEMA-Homeland Security designated by its Director under the terms of this agreement.
- (5) "Participating Parties" means the several counties and municipalities of the State of Georgia or combinations thereof that have become parties to this agreement by their approval and execution of this agreement.
- (6) "Requesting Party" means a Participating Party that requests assistance pursuant to this agreement during a disaster or emergency.

Any term or expression not defined in this agreement shall have the meaning specified in the Georgia Emergency Management Act, (the Act) as amended and rules promulgated thereunder, unless used in a context that clearly suggests a different meaning.

ARTICLE II
GENERAL PURPOSE

The purpose of this agreement is to provide for mutual assistance between the Participating Parties in managing any emergency or disaster that is duly declared by the governing authority of any political subdivision that is a Participating Party, whether arising from natural disaster, technological hazard, human caused disaster, civil emergency aspects of resource shortages, community disorders, insurgency, enemy attack, acts of terrorism, other significant events or a national security activity.

ARTICLE III
ACKNOWLEDGEMENT OF PRINCIPLES

The prompt, full and effective utilization of resources of the Participating Parties, including any resources on hand or available from the State or Federal Government or any other source, that are essential to the safety, care and welfare of the people in the event of any locally declared emergency or emergency declared by the Governor shall be the underlying principle on which all articles of this agreement shall be understood.

In the event a conflict between any provision of this agreement and any existing intrastate mutual aid agreement affecting a Participating Party, the provisions of this agreement shall be controlling.

On behalf of the governing authority of each political subdivision of this State participating in the agreement, the Director of emergency management of such political subdivision will be responsible for formulation of the appropriate mutual aid plans and procedures necessary to implement this agreement.

ARTICLE IV
PARTICIPATING PARTY RESPONSIBILITIES

(a) It shall be the responsibility of each Participating Party to formulate procedures and programs for intergovernmental cooperation in the performance of the responsibilities listed in this article. In formulating such plans, and in carrying them out, each Participating Party, insofar as practical, shall:

- (1) Protect and assure uninterrupted delivery of services, medicines, water, food, energy and fuel, search and rescue, and critical lifeline equipment, services, and resources, both human and material.
- (2) Inventory and set procedures for the loan and delivery of human and material resources, together with procedures for reimbursement.

(b) Whenever a Participating Party declares a local emergency and such disaster or emergency is too great to be dealt with unassisted, for which a state of emergency has been declared, the authorized representative of the Requesting Party for such Participating Party or his/her authorized representative may request assistance from another Participating Party by contacting the Director of the GEMA-Homeland Security. The provisions of this agreement shall only apply to requests for assistance made by and to authorized representatives. Requests may be verbal or in writing. If verbal, the request shall be confirmed in writing within 30 days of the verbal request. Requests shall provide the following information:

- (1) A description of the emergency service function for which assistance is needed, such as but not limited to fire services, law enforcement, emergency medical, transportation, communications, public works and engineering, building inspection, planning and information assistance, mass care, resource support, health and medical services, damage assessment, volunteer and donated goods and search and rescue.
- (2) The amount and type of personnel, equipment, materials and supplies needed, and a reasonable estimate of the length of time they will be needed.
- (3) The specific place and time for staging of the assisting party's response and a point of contact at that location.

The Assisting Party will (a) maintain daily personnel time records, material records and a log of equipment hours (or miles, if appropriate) and (b) report work progress to the Requesting Party at mutually agreed upon intervals.

ARTICLE V
LIMITATIONS

Any Participating Party requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this agreement in accordance with the terms hereof; provided that it is understood that the Participating Party rendering aid may withhold resources to the extent necessary to provide reasonable protection for such political subdivision.

Emergency forces will continue under the command and control of their supervisors, but the organizational units will come under the operational control of the emergency services authorities of the Requesting Party unless the Director of GEMA-Homeland Security or his/her authorized representative approves an alternative. These conditions may be activated, as needed, in any disaster or emergency for which a state of emergency has been declared and shall continue so long as the state of emergency or disaster remains in effect or loaned resources remain in the Requesting Party's jurisdiction(s), whichever is longer.

ARTICLE VI
LIABILITY AND IMMUNITY

(a) In accordance with O.C.G.A. § 38-3-35(a), no political subdivision of the state, nor the agents or representatives of the state or any political subdivision thereof, shall be liable for personal injury or property damage sustained by any person appointed or acting as a volunteer emergency management worker or member of any agency engaged in emergency management activity. The foregoing shall not affect the right of any person to receive benefits or compensation to which he

might otherwise be entitled under Chapter 9 of Title 34, Code Section 38-3-30, any pension law, or any act of Congress.

(b) In accordance with O.C.G.A. § 38-3-35(b), no political subdivision of the state nor, except in cases of willful misconduct, gross negligence, or bad faith, the employees, agents, or representatives of the state or any political subdivision thereof, nor any volunteer or auxiliary emergency management worker or member of any agency engaged in any emergency management activity complying with or reasonably attempting to comply with Articles 1 through 3, Chapter 3, Title 38, Official Code of Georgia Annotated; or any order, rule, or regulation promulgated pursuant to Articles 1 through 3 of title, or pursuant to any ordinance relating to precautionary measures enacted by any political provisions of Articles 1 through 3 of said chapter and title, or pursuant to any ordinance relating to precautionary measures enacted by any political subdivision of the state shall be liable for the death of or the injury to person or for damage to property as a result of any such activity.

(c) It is the express intent of the parties that the immunities specified above shall be construed in accordance with O.C.G.A. § 38-3-35 and shall apply in addition to any other immunities provided by statutory or case law.

ARTICLE VII RIGHTS AND PRIVILEGES

In accordance with O.C.G.A. § 38-3-30(a), whenever the employees of any Assisting Party or political subdivision are rendering outside aid pursuant to this agreement and the authority contained in Code Section 38-3-27, the employees shall have the same powers, duties, rights, privileges and immunities as if they were performing their duties in the political subdivisions in which they are normally employed.

ARTICLE VIII REIMBURSEMENT

In accordance with O.C.G.A. § 38-3-30(b), the Requesting Party shall be liable for any loss of or damage to equipment used or placed within the jurisdiction of the Requesting Party and shall pay any expense incurred in the operation and maintenance thereof. No claim for the loss, damage or expense shall be allowed unless, within 60 days after the same is sustained or incurred, an itemized notice of the claim under oath is served by mail or otherwise upon the chief fiscal officer of the Requesting Party. The Requesting Party shall also pay and reimburse the Assisting Party for the compensation paid to employees furnished by the Assisting Party during the time of the rendition of the aid and shall defray the actual traveling and maintenance expenses of such employees while they are rendering the aid. The reimbursement shall include any amounts paid or due for compensation due to personal injury or death while the employees are engaged in rendering the aid. The term "employee," as used herein, shall mean, and this provision shall apply with equal effect to, paid, volunteer and auxiliary employees and emergency management workers. Expenses that are to be reimbursed by the Requesting Party shall include the following:

- (1) Labor costs, which shall include all usual wages, salaries, compensation for hours worked, mobilization and demobilization, the Assisting Party's portion of payroll taxes (as employer), insurance, accrued paid leave and other fringe benefits, but not those amounts paid or due as a benefit to the Assisting Parties personnel under the terms of the Georgia Workers Compensation Act.
- (2) Equipment costs, which shall include the fair rental value, the cost of fuel and other consumable supplies, service and repairs. If the equipment is damaged while in use under this agreement and the Assisting Party receives payment for such damage under any contract for insurance, the Requesting Party may deduct such payment from any item or items invoiced.
- (3) Material costs, which shall include the total reasonable cost for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the benefit of the Requesting Party.
- (4) Meals, lodging and other related expenses, which shall include charges for meals, lodging and other expenses relating to the provision of assistance pursuant to this agreement shall be the actual and reasonable costs incurred by the Assisting Party.

The Assisting Party shall maintain records and submit invoices within 60 days for reimbursement as specified hereinabove and the Requesting Party shall pay the invoice no later than 30 days following the invoice date.

ARTICLE IX IMPLEMENTATION

(a) This agreement shall become operative immediately upon its approval and execution by the GEMA-Homeland Security and any two political subdivisions of this State; thereafter, this agreement shall become effective as to any other political subdivision of this State upon its approval and execution by such political subdivision.

(b) Any Participating Party may withdraw from this agreement by mailing notice of withdrawal, approved by the governing authority of such political subdivision, but no such withdrawal shall take effect until 30 days after the governing authority of the withdrawing political subdivision has given notice in writing of such withdrawal to the governing authorities of all other Participating Parties. Such action shall not relieve the withdrawing political subdivision from obligations assumed hereunder prior to the effective date of withdrawal.

(c) Copies of this agreement shall, at the time of their approval, be deposited with each of the Participating Parties and with the GEMA-Homeland Security.

ARTICLE X
GEORGIA EMERGENCY MANAGEMENT AGENCY-HOMELAND SECURITY

GEMA-Homeland Security shall act as the coordinating entity under this agreement. Nothing herein shall limit any authority of the Governor or the Director of the GEMA-Homeland Security under articles, I, II, or III of Chapter 3, Title 38, Official Code of Georgia Annotated. In the event the Governor should declare a State of Emergency, any and all provisions of this agreement which may conflict with actions taken pursuant to such declaration shall be superseded by any such act or actions.

ARTICLE XI
TERM OF AGREEMENT

This agreement shall expire on March 1, 2016. Agreement of the Participating Parties to extend the term of this agreement at any time during the last year of its original term or the last year of any subsequent four-year term shall extend the term of this agreement for four years. Each four-year extension shall constitute a separate agreement.

ARTICLE XII
VALIDITY

This agreement shall be construed to effectuate the purposes stated in Articles II and III hereof. If any provision of this agreement is declared unconstitutional, or the applicability thereof to any person or circumstances is held invalid, the constitutionality of the remainder of this agreement and the applicability thereof to other persons and circumstances shall not be affected thereby.

Agreed:

County/Municipality

Authorized Representative

Date

Director of GEMA-Homeland Security or
Authorized Representative

Date _____

	Edmunds	QS/1	Freedom	Tyler	NewGen
First Year	\$67,026	\$6,330	\$26,056	\$14,961	\$8,832*
Second Year	\$16,800	\$5,580	\$4,390	\$8,691	\$8,832*
Third Year	\$28,509	\$5,580	\$4,390	\$8,691	\$8,832*
Total Cost	\$112,335	\$17,480	\$34,836	\$32,343	\$26,496

*** does not include payroll**

STATE OF GEORGIA

COUNTY OF GWINNETT

COOPERATION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between **GWINNETT COUNTY**, a political subdivision of the State of Georgia (hereinafter referred to as the "County"), the **CITY OF NORCROSS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Norcross"), the **CITY OF PEACHTREE CORNERS**, a municipal corporation created by the Georgia Legislature (hereinafter referred to as "Peachtree Corners"), and the **GWINNETT VILLAGE COMMUNITY IMPROVEMENT DISTRICT BOARD** (hereinafter referred to as the "CID Board") (collectively referred to hereinafter as the "parties").

WHEREAS, on May 8, 2006, the Gwinnett Village Community Improvement District was created pursuant to Article IX, Section 7 of the Georgia Constitution and the Gwinnett County Community Improvement Districts Act set forth in Ga. Laws 2001, p. 3709, as amended, all of which lies within Gwinnett County (the "District"); and

WHEREAS, State law requires that services and facilities concerning the District shall be provided for in a Cooperation Agreement jointly executed by the Board of Commissioners of

Gwinnett County, the Norcross City Council, the Peachtree Corners City Council, and the CID Board.

NOW, THEREFORE, in consideration of the mutual covenants and benefits flowing to the parties, the parties do hereby agree as follows:

1.

This Agreement shall in no way limit the authority of the County, Norcross, or Peachtree Corners to provide services or facilities within the District. The County shall retain full and complete authority and control over any County-owned facilities located within the District. Norcross shall retain full and complete authority and control over any Norcross-owned facilities located within the District. Peachtree Corners shall retain full and complete authority and control over any Peachtree Corners-owned facilities located within the District. Said control shall include but not be limited to the modification of, access to, and degree and type of services provided through or by the County, Norcross, or Peachtree Corners, respectively.

2.

Each party acknowledges that the District is authorized to exercise its powers in accordance with applicable State law for the provision of the following services and facilities:

(a) Street and road construction and maintenance, including

curbs, sidewalks, streetlights, and devices to control the flow of traffic on streets and roads;

- (b) Parks and recreational areas and facilities;
- (c) Stormwater and sewage collection and disposal systems;
- (d) Development, storage, treatment, purification, and distribution of water;
- (e) Public transportation, including, but not limited to, services intended to reduce the volume of automobile traffic, to transport two or more persons, to improve air quality, and to provide bicycle and pedestrian facilities and the operation of a Traffic Management Association or similar entity;
- (f) Terminal and dock facilities and parking facilities; and
- (g) Such other services and facilities as may be provided for by general law.

3.

The CID Board shall levy the tax millage as provided by law subsequent to the report of the assessed taxable values for the current calendar year and shall notify the County, Norcross, Peachtree Corners, and the Tax Commissioner of the amount of the levy, in writing, so that the levy may be included on the regular County ad valorem tax bills. The Tax Commissioner shall not be required to send out special CID bills. Any tax, fee, or assessment levied by the CID Board shall be collected by the Tax

Commissioner in the same manner as other property taxes are levied and collected by the Tax Commissioner on behalf of the County. The proceeds collected by the Tax Commissioner, less a fee to cover the costs of collection of 1% thereof, but not more than \$25,000.00 in any one calendar year, shall be transmitted by the Tax Commissioner to the CID Board within thirty (30) days after collection so as to be expended by the CID Board only for the purposes for which the District was created. Neither the County, Norcross, Peachtree Corners, nor the Tax Commissioner is under any obligation to verify the correctness of the amount of the levy set by the CID Board, and neither the County, Norcross, Peachtree Corners, nor the Tax Commissioner shall assume any liability for errors or omissions of the CID Board in setting the amount of the levy.

4.

Neither the District nor the CID Board shall have any power or authority to contract in the name of, encumber, or create debt for or on behalf of the County, Norcross, or Peachtree Corners.

5.

Coordination of County, Norcross, Peachtree Corners, and CID activities shall be the responsibility of the CID Board. The County, Norcross, and Peachtree Corners shall each designate a Staff Liaison (hereinafter the "Liaison") to the CID Board.

To ensure smooth administration, and unless otherwise directed, the Liaison shall be the authorized point of contact and representative for the County, Norcross, and Peachtree Corners, respectively, but shall not be its agent. The Liaison shall not have authority in those actions which by law require the approval of the Gwinnett County Board of Commissioners (hereinafter the "Board of Commissioners"), the Norcross City Council, or the Peachtree Corners City Council. Notice of all regular CID Board meetings and minutes thereof shall be given to each Liaison, as well as notice of discussions which representatives of the CID may from time to time undertake with regional, state, and federal transportation agencies or funding bodies.

6.

Each County fiscal year, the County, Norcross, and Peachtree Corners shall advise the CID Board of their Capital Budgets and Capital Improvement Programs (CIP). The County, Norcross, and Peachtree Corners reserve the right to revise their Capital Budgets or CIPs as necessary, to meet the overall needs of their citizens. For projects that may be proposed or advanced by the CID Board, and which require the use of County, Norcross, or Peachtree Corners funds, the CID Board covenants to follow the established budgetary review process and schedules of the County, Norcross, and Peachtree Corners, respectively, and

further acknowledges that such projects shall compete for available funds in the same manner as other projects and meet criteria for inclusion in the Capital Improvement Program (CIP) of the County, Norcross, or Peachtree Corners.

7.

Not later than the last day of October, and for the ensuing fiscal year of the County, Norcross, and Peachtree Corners, respectively, the CID Board shall advise the Board of Commissioners, the Norcross City Council, and the Peachtree Corners City Council of its upcoming plan of action for the study, design, financing, and improvement of the District. The CID Board acknowledges that decisions concerning the provision of services and facilities within the District by the CID Board are the responsibility of the CID Board.

8.

Each of the parties hereto shall endeavor to act in such a manner as to coordinate actions for the maximum improvement of the County, Norcross, Peachtree Corners, and the District, and each shall endeavor not to duplicate services and actions so as to obtain efficiency of effort.

9.

While the parties shall endeavor to coordinate actions or share information concerning their plans for the area, nothing in this Agreement shall require that the County, Norcross, or

Peachtree Corners consult with the CID or share their plans with the CID. The parties contemplate that situations may arise wherein time is of the essence and immediate action by the County, Norcross, or Peachtree Corners is in the best interest of their citizens.

10.

The CID Board shall provide 60 days actual written notice to the County, Norcross, and Peachtree Corners of its intent to initiate a project within the District. The CID shall provide the County, Norcross, and Peachtree Corners reasonable notice of discussions with regional, state, and federal transportation and funding agencies.

11.

The parties agree that joint efforts are usually for the benefit of the CID Board and the County, Norcross, and Peachtree Corners. At their option, the County, Norcross, and Peachtree Corners may endeavor to furnish staff support for the benefit of the District when such services are requested by the CID Board. All requests shall be coordinated through each Liaison. In the event the furnishing of such staff support shall be financially or administratively burdensome upon the County, Norcross, or Peachtree Corners, the Board of Commissioners, the Norcross City Council, or the Peachtree Corners City Council shall notify the CID Board and designate a

reimbursement fee for future expenses of furnishing staff support to the CID Board, at which time the CID Board may contract for such services with the County, Norcross, or Peachtree Corners, or obtain services elsewhere. Nothing contained herein requires any Party to provide funding to any other Party without further agreement providing for the same.

12.

The CID Board acknowledges that Gwinnett County Zoning and Land Use Decisions concerning property within the unincorporated portion of the County are reserved solely to the County. The CID Board further acknowledges that Norcross and Peachtree Corners Zoning and Land Use Decisions concerning property within the corporate boundaries of either are reserved solely for Norcross or Peachtree Corners.

13.

The CID Board shall publish and make available to interested parties an annual report, including the results of an annual audit utilizing generally accepted accounting, auditing and reporting practices. The County, Norcross, and Peachtree Corners shall have no responsibility for the supervision or financial oversight of the CID Board.

14.

The County, Norcross, and Peachtree Corners shall assume no liability for any errors and omissions of the District and/or

the CID Board with respect to any damages claimed by the District and/or the CID Board or by any third party arising from or in reliance on any express or implied connection between the County, Norcross, Peachtree Corners and the District.

15.

This Agreement shall expire on June 30, 2020, or upon dissolution of the District, whichever first occurs, and shall not be modified except by formal written action of all parties.

16.

In the event of a material breach by any party to the Agreement, any party not in breach of the Agreement may terminate the Agreement upon 30 days written notice to the remaining parties. Material breach of this Agreement shall include, but not be limited to, the CID's failure to publish audited financial statements within three months of the close of the CID's fiscal year, the CID's disregard of the Capital Improvement Programs (CIP) of the County, Norcross, or Peachtree Corners, or actual fraud.

17.

The CID Board shall indemnify and hold harmless the State of Georgia, Gwinnett County, the City of Norcross, the City of Peachtree Corners, and any other unit of government of the State of Georgia other than such CID Board from any claim or cause of action asserted against, or which is capable of assertion

against, such CID Board arising from the acts or omissions of the CID Board. Neither the State of Georgia, the County, Norcross, Peachtree Corners nor any other unit of government of the State of Georgia other than the CID Board shall be responsible or liable for payment of any sum arising from a claim or cause of action asserted, or which might have been asserted against such CID Board arising from the acts or omissions of the CID Board. In any action against the CID Board in which it is responsible for damages to a third party, the CID Board will indemnify and hold harmless the County, Norcross, and Peachtree Corners for damages which arise from the acts or omissions of the CID Board, and in such action the CID Board agrees not to pursue a cross-claim, counterclaim, or third-party complaint against the County, Norcross, or Peachtree Corners.

18.

The parties hereby agree that the County, through the County Administrator, may from time to time make available certain funds to the CID Board. The CID Board hereby agrees to expend such funds solely for the purposes of funding Projects, as defined by the Gwinnett County Improvement Districts Act, as amended, and funding specific redevelopment studies. Eligible studies include, but are not limited to, market analyses, needs assessments, feasibility studies, marketing plans, inventories, redevelopment plans, site plans, landscape plans, transportation

studies, preliminary engineering and design documents, environmental studies, and other planning documents that will help to encourage redevelopment in the District. Any Project shall provide public services and/or facilities and shall further the essential public purpose of revitalization of the District. Funds shall not be utilized to supplement an organization's operating budget. Funds should be considered a one-time allocation within the County budget and requests should be used to match and/or leverage other grants and funding sources. The CID Board shall account for all expenditures concerning such funds on an annual basis. Any unused portion of such funds at the time of completion of the Project or study for which such funds have been designated shall be returned to the County's general fund within 90 days following substantial completion of the Project or study.

WHEREFORE, the parties have caused this Cooperation Agreement to be executed under seal by authorized representatives of each entity on the day and year above set forth.

WINNETT COUNTY

ATTEST:

DIANE KEMP
County Clerk

(SEAL)

By: _____
CHARLOTTE J. NASH, Chairman
Board of Commissioners

APPROVED AS TO FORM:

M. VAN STEPHENS, II
Acting County Attorney

ATTEST:

City Clerk

(SEAL)

THE CITY OF NORCROSS

By: _____
BUCKY JOHNSON, Mayor

APPROVED AS TO FORM:

J. PATRICK O'BRIEN
City Attorney

ATTEST:

City Clerk

(SEAL)

**THE CITY OF PEACHTREE
CORNERS**

By: _____
MIKE MASON, Mayor

APPROVED AS TO FORM:

WILLIAM F. RILEY JR.
City Attorney

**GWINNETT VILLAGE
COMMUNITY IMPROVEMENT
DISTRICT BOARD**

ATTEST:

Secretary

(SEAL)

By: _____
SHIV AGGARWAL, Chairman

APPROVED AS TO FORM:

J. LYNN RAINEY
Attorney for Gwinnett Village
Community Improvement District