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SPECIAL CALLED 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

June 19, 2012

SPECIAL CALLED MEETING

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) CONSIDERATION OF MINUTES -- June 14, 2012 Special Called Meeting Minutes

F) PUBLIC COMMENT

G) REPORTS AND PRESENTATIONS

H) OLD BUSINESS

1. **ACTION ITEM** Consideration of IT Start Up and Initial Services Short Term Agreement

I) NEW BUSINESS

1. **R2012-06-05** Discussion and Consideration of Approving a Resolution to Establish a Temporary Procedure for Conducting Public Hearings
2. **O2012-06-03** **PUBLIC HEARING** and **FIRST READ** and Consideration of An Ordinance to Adopt the Fiscal Year 2013 Budget for Each Fund of the City of Peachtree Corners, Georgia, Appropriating the Amounts Shown in Each Budget as Expenditures, Adopting the Anticipated Revenues for Each Fund, Prohibiting Expenditures to Exceed Appropriations for Each Fund and Prohibiting Expenditures to Exceed Actual Funding Available for Each Fund
3. **O2012-06-04** **FIRST READ** and Consideration of an Ordinance Approving a Franchise Agreement Between the Georgia Power Company and the City of Peachtree Corners, Georgia

J) MAYOR'S COMMENTS

K) EXECUTIVE SESSION

L) ADJOURNMENT

CITY OF PEACHTREE CORNERS
SPECIAL CALLED MEETING
June 14, 2012 @ 7:30pm

The Mayor and Council of the City of Peachtree Corners held a Special Called Meeting on Thursday, June 14, 2012 at 7:30pm. This Special Called Meeting was held at Robert Fowler YMCA, located at 5600 West Jones Bridge in Peachtree Corners, GA 30092. The following were in attendance:

Mike Mason, Mayor
Phil Sadd, Council Member, Post 1
James Lowe, Council Member Post 2
Alex Wright, Council Member Post 3
Jeanne Aulbach, Council Member Post 4
Lorri Christopher, Council Member Post 5
Weare Gratwick, Council Member Post 6

Acting City Attorney, Bill Riley
Consultants, John Kachmar, John McDonough
Acting City Clerk, Joan Jones

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

OPENING COMMENTS: Mayor Mason welcomed everyone to tonight's meeting and commented it is a busy agenda night and we will move on.

APPROVAL OF MINUTES: Council Member Lowe motioned, seconded by Council Member Christopher to approve the May 22, 2012 Special Called Work Session Summary and both the May 29th and June 5, 2012 Special Called Meeting Minutes as presented. There being no discussion, the motion carried unanimously.

PUBLIC COMMENT: Sheri Snyder addressed council regarding the hardship the current moratorium is placing on her business; she is suffering losses and now the moratorium will last until August 1 and she will have a loss of 180K, which includes her Art Gallery, exhibitions, sales, classes, etc. She has not received any call backs from Gwinnett County on her situation. Carla Snyder commented to the council on how this moratorium is bad for business owners, there should be a review process in place with Gwinnett County so business don't have to wait to open and operate. Maybe the county can flag questionable businesses and they can have a secondary review. William Moffett asked council to reconsider spending \$9,000 a month on leasing a city hall, questioning, who is "45 Tech Park, LLC; who are the real owners, what are their names. Mr. McDonough explained this will be reviewed in the upcoming agenda item. Judson Clemson Ward started to comment to the council regarding budget questions and wanted to ask questions. Mayor Mason explained the budget overview may address his questions and there will be a Public Hearing next week.

Acting City Attorney Riley explained there have been meetings with Gwinnett County to develop a Fast Track Review Process and he explained to council that currently Gwinnett County is in billboard litigation

and because the moratorium is in place this helps to protect the City of Peachtree Corners. He offered to speak with the Snyder's' after this meeting.

REPORTS and PRESENTATIONS: Consultant John McDonough provided a **budget overview**, reviewing timeline for the budget public hearings and adoption, the short term priorities established by council, explaining the need and best practices for building a Fund Balance Reserve. In addition, Mr. McDonough outlined the revenue sources, such as Property Tax (estimated collection \$1,727,168) and explained how Franchise Fees are collected. Expenditures for the various departments were reviewed. There was a brief review of how the planning and zoning liaison services would work. The draft of the proposed 2013 budget is balanced with a total of \$2,727,168 for both revenues and expenditures. Clarification was made this is a budget overview and the first read will be held at the June 19th along with the first Public Hearing.

There was council discussion on the proposed cost of the call center and what level of service the 100K is based on, how to gauge the demand (need data), a need for a call center versus an answering service, etc. Council Member Lowe asked to see a plan for this service. Mr. Kachmar explained the difference between the difference between a call center (data collection-level of service) and answering service; he is working on another option for a call center and plans to bring this to council soon for their consideration. Council Member Wright asked if a survey needs to be done on what the citizens want in order to collect data. Both Mr. McDonough and Mr. Kachmar explained surveys should be done down the road, in order to gauge the level of customer satisfaction. They explained the budget is a living document, this is a conservative starting budget, the council should consider having mid-year reviews to amend the budget if necessary; stating there is a need to develop financial policies, there are GASB guidelines to follow; handling budget transfers, setting how reserves should be spent, and having that fund reserve can assist with the cash flow ups and downs throughout the year, etc. There was additional discussion on the appraisal reduction (Gwinnett using 8%) and how the city has a healthy base with good mix of residential and commercial properties, the appeals process and clarification that the property tax figures are based on last year's figures. Council Member Aulbach asked for draft policy regarding the budget/financial policies in addition to possibly working towards having a "0-Budget Balance" in the future. There was discussion on how much to put in fund balance reserves, best practices call for no less than three months of operating expenses and how to accumulate this reserve over the long term.

Mr. Kachmar provided a verbal update on the **City Manager** search, explaining there is currently no end-date for the advertisement. He reported he has received 63 resumes; is doing his due diligence in checking the prospects. Currently there are five good prospects (2 in state, 3 out of state). He hopes to meet with the council committee soon.

Prior to Mr. McDonough providing an update on the **RFP Banking Services**, Council Member Gratwick recused himself as he is employed in the banking business and interest in other banking entities and did not want to appear bias. Mr. McDonough reported he has received and responded to questions from the banking community who responded to the RFP and explained the due date has been extended to June 18th. He will keep the council informed, but the process should be completed soon as they hope to have an account set up in late July. Council Member Gratwick returned to the meeting. Council Member Gratwick returned to the meeting. Mr. McDonough briefly reviewed the timeline for a Tax Anticipation Note (TAN) filing/RFP in late August.

OLD BUSINESS:

Adoption of Fiscal Year: The Second Read and Consideration of Ordinance 2012-06-02 Approving the Ordinance to Set and Adopt the Fiscal Year for the City of Peachtree Corners, Georgia as July 1st through June 30th and for Other Purposes was held. Council Member Christopher motioned, seconded by Council Member Gratwick to approve this ordinance as presented. There being no discussion, the motion carried unanimously. **(ORDINANCE 2012-06-02)**

NEW BUSINESS:

City Hall Lease: Mr. McDonough reviewed the revised lease agreement with ADKC Realty Holdings, LLC, (Kent Schumart owner) explaining the requested changes/repairs have been addressed and noted the renewal is on a calendar basis so this initial term is from August 1, 2012 - December 31, 2012, thereafter it has a one year calendar (Jan-Dec 2013) lease term for five successive years; he reviewed the 5 month cost of living assessment (COLA); the timing of the initial payment and quarterly payments, changes to timing of the late fees; termination (from 60 to 30 days) timeframe and the cost of improvement allowance (\$15,000). Council Member Christopher asked about the outside area/ramp, this will be taken care of. Council Member Aulbach motioned, seconded by Council Member Wright to approve this lease agreement. After discussion, Council Member Christopher motioned to amend the motion, seconded by Council Member Aulbach to authorize the City Attorney and Consultants to negotiate the redaction of the five month COLA prior to the Mayor signing the lease agreement. The amended motion carried unanimously. Mayor Mason then called the main motion as amended and the motion carried unanimously. **(ACTION ITEM)**

Millage Rate Advertisement Calendar: Mr. McDonough reviewed the upcoming advertisement public hearing calendar for the Millage Rate: July 2nd at 7:00am and again July 2nd at 6:00pm and the third and final public hearing is scheduled for July 10th at 7:30pm. The advertisement is predicated on the leveling of 1 mill, this is not setting the millage rate, just approving the advertisement for the public hearings. The council after the advertisement and public hearings will set the millage rate at a later date. There was discussion of the location as city hall will not be available until August 1st. At this time, the council agreed to have all the hearings at the Hilton. Council Member Lowe motioned, seconded by Council Member Christopher to accept the proposed advertisement for the millage rate hearings and adoption. There being no further discussion, the motion carried unanimously. **(ACTION ITEM)**

IT Services Agreement: Mr. McDonough introduced Interdev Managed IT Services representative Gary Nichols who gave an overview of the cost and items needed to startup the city's IT. He reviewed the various equipment needs such as computers (notebook), servers, software and updates (open value licenses), web filters, phone system, wireless access point, implementation services. He reviewed the agencies such as GSA, CDWG, and Dell all need a lead time to make sure everything is in place when city hall opens August 1. Council Member Christopher asked about the life of the computers, Mr. Nichols suggested budgeting for replacement every four years. This equipment comes with a four year maintenance and repair warranty and the server comes with a five-year warranty. The estimated cost is \$90,348.93 and a \$14,000 implementation cost; there was discussion on the need for a RFP and where this figure falls within the budget. Mr. Kachmar explained service contracts can be "piggy backed" on an eligible government's procurement within a certain timeframe. Mr. Nichols gave a brief overview of his IT

Tech Support team and how they respond to service calls, in addition there was council discussion on possible AV streaming, presentation software and website development. Mr. McDonough explained he needs consideration on the Short Term IT Agreement only; he would come back to council regarding equipment. Attorney Riley gave suggestions on the options available to council; Mr. Kachmar explained motions can be made for discussion purposes only. Council Member Christopher motioned, seconded by Council Member Aulbach to table this item until the next meeting. There being no further discussion, the motion carried unanimously.

Amendment to Attorney Contract: Attorney Riley presented information to amend his contract to include a Public Information Officer (\$60pr hr.) to handle internal and external communications and assist with the development of scripts for the call/answering services. In addition, to include someone who can (\$50pr hr.) provide web updates regarding news, events, public notices, and calendars and meeting agendas, etc. Council Member Sadd asked about a time frame and an estimated monthly cost. Mr. Kachmar explained the work should be ordered as a council not individually; Ms. Rosemary Taylor can draft a communication plan and get it out to the general public. Mayor Mason noted he requested this for council consideration as the council is so busy with so many things coming up, the council needs to decide how often to have communication go out which can be discussed at a Work Session. There was council discussion of the development of a short term plan, immediate needs, etc. Council Member Lowe motioned, seconded by Council Member Aulbach to approve this amendment to the attorney contract. **(ACTION ITEM)**

MAYOR'S COMMENTS: Mayor Mason clarified the next meeting will be a called meeting.

Mayor Mason confirmed with councilor there was no need for an Executive Session and called for a motion to adjourn.

ADJOURNMENT: Council Member Sadd 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



INTERDEV

Managed **IT** Security

Managed IT Services Proposal for City of Peachtree Corners



June 9, 2012



InterDev, LLC

InterDev delivers Information Technology (IT) services and support to government, education, business and nonprofit organizations across the southeastern United States. As Information Technology Consultants, we design, sell, install and support applications, servers, networks, telephony and all technology infrastructure. We also provide custom application development services for server and desktop systems, as well as Web and mobile device applications.

Our goal is to provide a trusted source of technology advice, products and resources for our clients while supporting their business goals and objectives. To this end, we learned a long time ago that enabling our clients to focus on what they do best can greatly enhance their business' success.

The InterDev Methodology

Since 1980, InterDev has worked to define the model for Managed IT Services in business and government sectors. We have worked continually to enhance our clients' technology delivery, developing a comprehensive Managed IT Services offering with a focus on security. Our service leverages extremely skilled personnel with cutting-edge, pro-active monitoring, alerting and maintenance software to provide a robust, highly secure computing environment.

Over the past decade, InterDev has further refined this model to specifically address the needs of the public sector. As threat landscapes become more hostile, and budget restrictions make it more difficult for governments to stay abreast of emerging technologies, InterDev's Managed IT Services selection has become the model for nearly two dozen successful public-private partnerships.

InterDev's approach for seamless technical operations management for our clients is simple: closely monitor day-to-day operations; establish best-in-class operational policies and procedures; embrace applicable new technology; and look to the future to optimize planning. We leverage technology to proactively head off problems before they occur; we provide convenient, accessible methods for users to report and receive resolution of any issues that cannot be averted.

InterDev Expertise

InterDev's organizational structure is one of top-down leadership and involvement, with CEO Gary Nichols personally involved in company operations as well as the transition period for all new client projects. Nichols is supported by InterDev's Director of Information Technology, Neil Matchan. Matchan supervises a staff of six systems engineers for InterDev; oversees the IT department and all related projects and client interactions.

All support staff are fully trained by InterDev, and are certified by Cisco, Microsoft, and Barracuda on their integral technologies as required to fitting our client's needs. Back-office staff is also available to pitch in when unexpected occurrences require additional resources.

All of our team will be cross-trained on your environment—not just the technology that is in place, but also how it is utilized and how to best support the staff and culture of your company. This training will enable InterDev staff to ensure 24/7, on-call after-hours support. Call-out support will be provided on a 24/7 basis with no more than a two-hour response time on defined emergency situations.

InterDev's Management Team

InterDev believes in its clients and its staff, and in the power of technology to fundamentally transform the way private and public sector entities conduct business. We operate only at the utmost level of performance and believe that "best practices" is a requirement, not a cliché.

Our unique "all-inclusive" Managed IT Services plan incorporates powerful, best-practices technology to keep costs down and systems up. We are optimally suited to partner with developing municipalities who seek to deliver premier service while minimizing overhead. This service plan includes providing the role and skills of the CIO, network engineer, network administrator, help desk technician, telephony specialist for a fixed monthly fee, completely eliminating technology roadblocks to allow our clients to attain of their mission.

Gary Nichols Founder & CEO

During Nichols' 30+ years of IT experience, he has not only witnessed the growth, but been an early adopter of PC technologies, local and wide area networking, the Internet, and the value of Managed IT Services. His experience provides a deep background for consulting in the critical areas of network infrastructure, knowledge management solutions, cloud computing, and security analysis.

Nichols is responsible for managing the company's direction and overall operations. He spearheads InterDev's initiatives in outsourced, managed IT and communications, overseeing its professional services and support to government, education, business and non-profit organizations across Metropolitan Atlanta and the southeastern United States.

Nichols' technical expertise includes LAN/WAN architecture, Client/Server technologies, wireless technologies, web technologies, midrange systems, legacy systems and enterprise support. Nichols is certified by Microsoft, Dell, Barracuda Networks and Polycom.

Neil Matchan Director, Information Technology

Neil Matchan joined InterDev in 1998 as a Senior Systems Engineer. He has served as Director of IT Services since 2006, where he oversees InterDev's Technology Department and all related projects and client interactions. Matchan has been instrumental in developing, managing and growing InterDev's Managed Services program.

Prior to joining InterDev, Matchan worked in corporate sales for CompUSA, where he was named a Top 30 performer in the nation for corporate sales, and was the #1 Account Executive at his location from 1995-1998.

Neil's professional certifications include Microsoft Certified Systems Engineer, Microsoft SBS 2008 Certified Engineer, Ruckus Wireless, Barracuda NG Firewall Engineer, Barracuda Networks, Dell and VMware. Specialty areas for Neil include High Availability and Exchange Server.

Dee Erbland **Director, Sales**

Dee Erbland is Director of Sales for SMB and enterprise email and Internet security appliances. In this capacity, she makes it a priority to focus on each client's needs and business goals so InterDev can make appropriate recommendations for supporting their commercial success while safeguarding their corporate security.

A specialist in sales expansion, Erbland plays a vital role in helping InterDev fulfill its mission; to focus on the unique business requirements of small and medium enterprises. She led InterDev as the number one seller, nationally, of the Barracuda Message Archiver.

Prior to joining InterDev, Erbland was Vice President of Sales for GraphicCorp. In total, she has 20 years of corporate sales experience; five of those in the technology arena. Erbland was also involved in the startup of three successful Chicago-area companies.

Managed Services Program Summary

InterDev's "all-inclusive" Managed IT Services plan incorporates best-practices technology to keep costs down and systems up, and we are optimally suited to partner with dynamic organizations who seek to deliver world-class service while minimizing overhead. This service includes providing the role and skills of the CIO, network engineer, security engineer, network administrator, help desk technician, and telephony specialist for a fixed monthly fee, completely eliminating technology roadblocks to our clients' attainment of their mission.

Based on your network, as well as current and projected service needs, we recommend the following features, advantages and benefits included in our InterDev Managed Services' program:

1. Server and Network Monitoring for Performance and Availability. Our monitoring solution operates 24x7, collecting and evaluating availability and performance statistics from the mission-critical devices and applications that comprise your business network. The monitoring solution alerts our support team any time it detects a fault event or any condition that exceeds a predefined threshold. This allows us to begin remediation efforts quickly, lessening the impact of downtime on your business.

To capture and measure the more objective components of system performance, uptime, security and protection, we utilize **Kaseya**, an industry leading tool for IT automation and monitoring. InterDev also uses **Autotask**, for practice management, ticketing and helpdesk problem resolution.

Autotask and Kaseya are seamlessly integrated with one another, giving InterDev an end-to-end solution for accessing your IT assets on a 24x7 basis. Using these two solutions in tandem creates a powerful pipeline to monitor, receive notification of and act upon system data. This integration also provides round-trip ticket closure in both systems.

2. Employee Workstation Performance Monitoring. Desktop issues often affect the entire network, causing frustration and lost productivity. Poorly configured or non-optimized desktops can lead to employee downtime, increased service calls and security risks. With employee workstation performance monitoring, we ensure that your desktops are operating optimally, and are not limiting your employees' ability to get their work done. Being able to track the health of desktop hardware and operating systems ensures employees can work at peak productivity levels.

3. Backup System Monitoring. This service ensures the backup of your critical business data occurs as scheduled, protecting it from loss or damage. We will monitor your data backup procedures for success or failure, and notify you if problems occur. We will begin to resolve the issue immediately, or offer a remediation plan, depending on the service support authorization agreed upon.

4. Internet Connectivity and Hosted Application Assessment. We will monitor and track the availability of your hosted or Internet services and provide a regular report on their performance. This provides assurance that your ISP or ASP is delivering and meeting its stated availability guarantees and that you are getting what you are paying for.

5. Security Services. We recognize that protecting the security of your network and vital business information is critical to limiting your risk and exposure. With that in mind, we have developed a comprehensive security services offering that includes ongoing monitoring and support of your network devices. The following additional monitoring services are included:

a. Firewall Monitoring. This service warns us of security events and hacker activity on your network, and ensures that your firewall is effectively protecting you. We will monitor the availability of your firewall and advise you if a failure or other security event is generated. If a security event occurs, we will begin to resolve the issue immediately, or offer a remediation plan, depending on the service support authorization agreed upon.

b. Virus Protection Monitoring. This ensures that your antivirus programs are functioning properly and that all ongoing virus definition updates are being received and installed. If these updates are not being conducted correctly, we will begin to resolve the issue immediately, or offer a remediation plan, depending on the service support authorization agreed upon.

c. Windows Patch Level Monitoring. The greatest source of vulnerability in most small- and medium-sized organizations comes from systems that are not properly patched and are

lacking the latest software updates to their Operating System. A single, unpatched system on the network represents a significant security risk to your organization. Our solution will monitor all Windows servers and desktops in your network to ensure that each device is continually updated with the latest security and performance patches and updates. In the event these conditions are not met, we will begin to resolve the issue immediately, or offer a remediation plan, depending on the service support authorization agreed upon.

Additional Security services are available including: Penetration Testing, Intrusion Prevention Systems (IPS), Intrusion Detection Systems (IDS), and SIEM (Security Information and Event Management) solutions specifically designed to protect your company from both external and internal security risks. We take security very seriously and know that standard methods of perimeter security (firewalls, antivirus, web filters) are just one level of the multi-layered approach required to keep your environment and its assets secure. **Defense in Depth - Prevention, Detection, and Response** provides the guidelines for our security experts to design the right layers of protection for your needs.

6. Application Compliance Monitoring. This helps to minimize network corruption due to unauthorized downloading or installing of unapproved applications by your employees. In the event we discover unsanctioned or unlicensed programs on your network, we will begin to resolve the issue immediately, or offer a remediation plan, depending on the service support authorization agreed upon. This feature also ensures that you have sufficient licenses for all authorized and installed applications, and we will let you know if you surpass your licensing allotment. Information found in the course of monitoring will be summarized in your regular reports.

7. Asset Monitoring. This provides thorough information about the inventory of all deployed assets found on your network, and will help manage and protect your IT asset portfolio. We will track the number and types of devices that exist on your network and will advise you of any changes that occur to your hardware profile in your regular reports.

8. Comprehensive Reporting. Our reports provide insight into the health and status of your network and desktop devices. Every three to six months, depending on your needs, we will meet with you to review a series of comprehensive reports regarding the performance, health and availability of all of your monitored devices. Reporting provides transparency and accountability into your network, details of the services we have provided and keeps you informed of your vital network statistics. In addition to reviewing key infrastructure reports, we will also use the opportunity to identify meaningful trends and to discuss your priorities and concerns and to ensure we are providing optimum value.

9. Guaranteed Priority Response. Ensures you receive priority service over our non-contractual customers when issues requiring attention are identified.

Devices Covered

As discussed, you have indicated you require 24x7 network monitoring of the following devices:

Table 1

<u>Device</u>	<u>Quantity</u>
Servers	2
Desktops	15

Managed Services Scope

The following table outlines the services that we will monitor and maintain on each device type indicated above in Table 1.

Table 2

<u>Device Type</u>	<u>Service Descriptions</u>
Server and Server Applications	<ul style="list-style-type: none"> • Availability and Connectivity • CPU, Hard Disk, Memory Upgrade of Hardware • Availability of Windows Operating System • Windows OS System Errors • Windows Patch Levels • Availability and Performance of Exchange • Availability and Performance of SQL Server • Availability and Performance of IIS • Backup process – success, failure, status reporting • Generic Log File Monitoring • Availability of processes and Services • Antivirus Definition and Virus Activity Reporting • Application Compliance • Asset Monitoring • Server and SAN Backup (optional, but highly recommended)
Desktop	<ul style="list-style-type: none"> • Availability and Connectivity • CPU, Hard Disk, Memory Upgrade of Hardware • Windows Operating Systems Errors • Windows Patch Management • Antivirus Definition Updates and Virus Activity Reporting • Application Compliance • Asset Management and Reporting • Remote Access

	<ul style="list-style-type: none"> • Remote Support
Network Management	<ul style="list-style-type: none"> • Availability and Connectivity • Security Events Syslog Security Log • Bandwidth, Port, and Protocol Availability • ISP Management • Web Host Support • Router Management • Antivirus Management • VPN Management • Connectivity and Error Resolution for Virtual Private Network (VPN) • Availability of Hosted Services (ISP, hosted Mail, hosted applications)
Business Review	<ul style="list-style-type: none"> • Disaster Recovery Planning • Business Continuity Planning • 1 - 5 year IT Planning Support • Budget Review • IT Alignment with Business Goals and Strategy
Security Management	<ul style="list-style-type: none"> • Firewall monitoring and management • Vulnerability Assessment <p>Optional security services:</p> <ul style="list-style-type: none"> • Penetration Testing • Security Event(s) reporting • Intrusion Detection System (IDS) management • Intrusion Prevention System (IPS) management • SIEM – Security Information and Event Management
Vendor Management	<ul style="list-style-type: none"> • Third Party Vendor Management • Asset Lifecycle Management • Asset Reporting • Purchasing Support • Assigned CIO
Training	<ul style="list-style-type: none"> • Semi-annual IT Training

High-Response Service Support

If a network problem occurs, we will remotely access your servers and other infrastructure components to perform troubleshooting and support activities. If necessary, our experienced IT professionals can be dispatched to your location for support issues that cannot be effectively resolved by remote measures. This will allow for a quick and effective resolution of your IT issues and minimize the impact of any failures to your business.

Table 3

Managed Services Option	Extended Business Hours (7 AM to 6 PM)	After Hours – Holidays
Option A – Fully Managed Services (all inclusive)	- Included - All current and new project, hardware and infrastructure support	Emergency Remote Support Included Emergency On-site Support \$150 per hour
Option B – Tools and Existing Infrastructure	Remote support - Included • <i>New projects, hardware, infrastructure \$150 per hour</i>	Remote support - Included • <i>New projects, hardware, infrastructure \$175 per hour</i>
Option C – Toolset Only	Remote Support \$150 per hour On-site Support \$175 per hour	Remote Support \$150 per hour On-site Support \$175 per hour

NO ADDITIONAL COSTS – OPTION “A” FULLY MANAGED ACCOUNT ONLY: InterDev offers extended business hours coverage between 7:00 AM - 6:00 PM EST. In addition, as part of our unique “all inclusive” Managed IT Services approach, InterDev does not charge extra hourly fees for remediation of any network, server or workstation incident. Unlike most other providers, **NO CHARGE FOR MOVES, ADDS, CHANGES, INSTALLS, UPGRADES, ETC.** Also, application development and advanced IT security consulting services are available, but are beyond the scope of this agreement.

Trouble Ticket Response and Resolution Times

The following table identifies the target times or response and resolution for each priority level:

Table 4

Issue/Trouble	Priority	Response Time	Escalation time
Service Not Available – all users and functions unavailable	1	Within 30 minutes	1 hour
Significant degradation of service – large numbers of users or business critical functions impacted	2	Within 1 hour	1 hour
Limited degradation of service – limited number of users or functions impacted – business functions can continue	3	Within 4 hours	2 hours
Minor business degradation – business can continue, limited user impact	4	Within 24 hours	4 hours

Solution Proposed Pricing

Option A - Fully Managed Services: **\$2,482.00** per month.

The monthly program price includes all of the features, benefits and services listed in this proposal, as well as monitoring and maintenance for the following devices:

- 2 Servers
- 15 Desktops
- 1 Location

A one-time fee of **\$2,595.00** (\$2,000 setup plus 17 devices x \$35 per agent) will be due at the beginning of the engagement to cover the cost of the monitoring management software licensing and the discovery and deployment of agents to all servers (2) and workstations (15), establishing asset management protocols, and creating the back office configuration for reporting and tracking of all assets. The \$35 per agent is exactly what we pay to Kaseya for the management agent, with no markup.

Taxes

It is understood, that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use. As a Georgia municipality, the City shall be tax exempt.

Coverage Review

The computers, servers and infrastructure covered under this proposal and subsequent Services Agreement will be subject to review and revision each six months. Support pricing may be adjusted based on the quantity of devices under coverage.

Disclaimer

The information contained in this document is the property of InterDev and is considered proprietary and confidential. The contents of the document must not be reproduced or disclosed wholly or in part or used for purposes other than that for which it is supplied without prior written permission of InterDev.

Appendix A

Service Agreement

1. Services

This Agreement between **City of Peachtree Corners**, herein referred to as Client, and InterDev, LLC, here in after referred to as Service Provider, is effective upon the date signed, and shall remain in force for a period of one year. Client shall engage InterDev, LLC to perform the services described in the attached InterDev Managed Services Proposal.

2. Term of Agreement

The Term of this Service Agreement is three years and automatically renews for an equivalent term beginning on the day immediately following the end of the Initial Term unless either party gives the other sixty (60) days prior written notice of its intent not to renew this Agreement.

a) This Agreement may be terminated by either Party upon sixty (60) days' written notice if the other Party:

- a. Fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days' of receipt of such written notice.
- b. Breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days' of receipt of such written notice.
- c. Terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.
- d. Sells 100% ownership of the business to another party.
- e. Termination; Mutual Consent. This Agreement may be terminated upon the mutual, written consent of the parties.

b) If either party terminates this Agreement, Service Provider will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay Service Provider the actual costs of rendering such assistance. Any controversy between Client and Service Provider involving the contracted services of this Agreement shall on the written request of either party be submitted to arbitration.

c) Start date of Services _____ End date of Services _____

3. Fee and Payment Schedule

Fees will be \$2,482.00 per month, invoiced to Client on the first of each month, and will become due and payable 15 days after receipt. The first month's billing will also include a startup fee as described in the proposal. Services may be suspended if payment is not received within five days following date due.

4. Coverage Review

The computers, servers and infrastructure covered under this proposal and subsequent Services Agreement will be subject to review and revision each three months with the goal of aligning the actual number of supported systems and services with the quoted and billed levels. Support pricing may be adjusted based on the quantity of devices under coverage.

It is understood that any and all Services requested by Client that fall outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services subject to client approval. Any such project shall require client approval prior to commencement.

5. Taxes

It is understood, that any Federal, State or Local taxes applicable shall be added to each invoice for services or materials rendered under this Agreement. The Client shall pay any such taxes unless a valid exemption certificate is furnished to Service Provider for the State of use.

6. Miscellaneous

This Agreement shall be governed by the laws of the State of Georgia. It constitutes the entire Agreement between Client and Service Provider for monitoring/maintenance/service of all equipment applicable to this agreement. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by Client.

Service Provider is not responsible for failure to render services due to circumstances beyond its control including, but not limited to, acts of God, civil or military authority or war.

7. Acceptance of Service Agreement

Service Provider must deem any equipment/services Client may want to add to this Agreement after the effective date acceptable. The addition of equipment/services not listed in Managed Services Proposal at the signing of this Agreement, if acceptable to Service Provider, shall result in an adjustment to the Client's monthly charges.

The covered equipment and services will be subject to review and revision each six months with the goal of aligning the actual number of supported systems and services with the quoted and billed levels.

IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

Authorized Signature/Title	InterDev, LLC	Date
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Authorized Signature/Title	City of Peachtree Corners	Date
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INTERDEV
TECHNOLOGY SOLVED.

■ **IF YOUR INFORMATION TECHNOLOGY ISN'T WORKING, HOW CAN YOU?**

Information Technology isn't supposed to create speed bumps – it should make your company buzz at light speed. It is your company's lifeblood. It keeps you connected.

And you cannot survive without it.

But what happens when things stop happening?

Let's just say it's our mission not to find out.

■ **THE FIRST PC WAS INTRODUCED IN 1981. INTERDEV? 1980.**

For decades, InterDev has been delivering integrated, intelligent technology solutions that keep businesses not just up and running, but thriving. And through those years of problem solving, InterDev has developed an unparalleled sense of vision. So when we look at a company's information technology, we see it from an angle rooted in experience.

We can quickly see how well your people connect. We can identify weaknesses and vulnerabilities in your data storage. We can ensure your people are accessible anytime, anywhere, securely and reliably. And we can integrate your systems so they operate the way they should: Like one system working for you, instead of against you.

■ **THERE IS A RIGHT WAY.**

At InterDev, we pride ourselves on getting it right the first time. So whether we are designing your voice/data network, installing your IT infrastructure, performing an IT audit, or pulling all of your technology into a seamlessly integrated program, we use a proven method for every service we provide. More than just evaluation and implementation, The InterDev Method guarantees not only consistency, but also effectiveness and reliability, saving you money and time in the process and virtually eliminating downtime.

Our engineers work closely with our best-of-breed partners such as Microsoft, Barracuda, SonicWALL and Symantec to ensure that the products work the way they were designed to work and that we are ready for the next wave of technology.

■ **GET MORE BANG FOR YOUR TECH BUCK.**

One question we always ask ourselves is: Is this client getting the most out of its technology? After all, information technology is a huge investment, and the key to success in any venture is maximizing return. Investments in technology are no different. That's why InterDev looks at each company's system from multiple angles, often seeing a better way to do what is already being done and demonstrating capabilities that clients didn't even know they had.

● **Don't take chances with your information technology. Instead, take it to the next level.**

For more information about InterDev's full line of products and services, call 770.643.4400 or visit www.interdev.com.



OUR SERVICES

IT INFRASTRUCTURE

- Technology Consulting
- Server and Workstation Support
- Outsourced IT Services
- IT Auditing
- Mobile Messaging
- Spam and Content Filtering
- Voice/Data/Alarm Cabling
- Data Center Relocation Services
- Investigative IT Forensics

BUSINESS SOLUTIONS

- Application Development
- Website Development
- Intranets and Portals

MANAGED SERVICES

- Network Monitoring
- Disaster Recovery Planning
- Offsite Data Storage
- High-Availability Solutions
- Data Security Services

COMMUNICATIONS INTEGRATION

- VoIP Phone Systems
- Fax Integration
- CCTV Security Camera & DVR
- Integrated Access Control & Alarm
- Digital Signage

Microsoft®
GOLD CERTIFIED
Partner

DELL
AUTHORIZED
RESELLER

SONICWALL®





INTERDEV
TECHNOLOGY SOLVED.

INTERDEV MANAGED IT SERVICES:

**YOUR IT SYSTEM IS THE HEART
OF YOUR BUSINESS. IF IT'S NOT
WORKING, NOTHING IS.**

Roadblocks, speed bumps, headaches. Call them whatever you want, but when things go wrong with your information system, the effects reverberate throughout the entire company.

A full-time IT person would help. But that comes with full-time salary and benefits. That's why InterDev developed a suite of customized Managed Services that can handle your information system 24/7, painlessly, remotely and consistently. It's a system that monitors your system every five minutes, instead of when it's convenient or urgent.

In 27 years of providing services for companies like yours, we have seen it all: Discs run out of space and back-ups fail, causing emails to halt and hours of recovery time. Virus definitions change, prompting the painful question, "Is our antivirus up to date?" (If you have to ask, it probably isn't.) Software updates seem to come constantly – keeping up with those alone can feel like a full-time job. And it all happens when you have business to take care of and your own fires to put out.

The vast majority of problems that companies have with their IT systems are preventable, but just one unfortunate event can cost you more than an entire year of Managed Services. So whether you choose InterDev to Monitor, Maintain or Manage your system, we'll make sure it's firing on all cylinders, all the time.



“

FOR THE LAST TEN YEARS
WE HAVE BEEN USING
INTERDEV'S MANAGED
SERVICES FOR PATCH
MANAGEMENT AND NETWORK
OPERATING SYSTEMS
UPGRADES, AND WE HAVE
BEEN EXTREMELY SATISFIED.

”

GA Department of Insurance

- Proactive Management
- More Up Time
- Improved System Confidence
- No Hassles, No Worries
- Serviced by the Pros
- 24/7 Monitoring

SERVICE PLANS		MONITOR	MAINTAIN	MANAGE
NETWORK MONITORING	Disk space, RAID, email, website, utilization, ping	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Status available via website dashboard	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Email/pager alerts	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
	Backup status, virus definitions, advanced metrics		<input type="radio"/>	<input type="radio"/>
	Automatic creation of trouble tickets		<input type="radio"/>	<input type="radio"/>
	Custom monitoring definitions			<input type="radio"/>
	Personal phone alerts of critical issues			<input type="radio"/>
DOMAIN AND SYSTEM MANAGEMENT	DNS and domain management		<input type="radio"/>	<input type="radio"/>
	Ensure MS Critical Updates for server		<input type="radio"/>	<input type="radio"/>
	Install Backup and AntiVirus upgrades annually		<input type="radio"/>	<input type="radio"/>
	Add/delete users remotely		<input type="radio"/>	<input type="radio"/>
	Firewall management		<input type="radio"/>	<input type="radio"/>
	Basic diagnostics		<input type="radio"/>	<input type="radio"/>
	Backup problem resolution		LIMITED	<input type="radio"/>
	Ensure MS Critical Updates for workstations			<input type="radio"/>
	Hardware repair management			<input type="radio"/>
		<input type="radio"/>		<input type="radio"/>
IT INFRASTRUCTURE AND LICENSE MANAGEMENT	Quarterly business review		<input type="radio"/>	<input type="radio"/>
	Asset management (included with workstation option)		<input type="radio"/>	<input type="radio"/>
	Business review on demand			<input type="radio"/>
	Infrastructure / Network Diagram			<input type="radio"/>
	Offsite backup	OPTIONAL	15 GB incl.	35 GB incl.
		<input type="radio"/>		<input type="radio"/>
PREVENTION AND SUPPORT	Install OS and applications			<input type="radio"/>
	Remote support at no charge			<input type="radio"/>
	Annual IT audit			<input type="radio"/>
	Disaster Recovery planning			<input type="radio"/>



Municipal IT Services: Public-Private Partnerships Help Governments Offer Best-Practices Service While Controlling Costs

Growing municipalities with shrinking budgets need new and creative ways to protect, provide for, and inform their citizens. From the continuous online availability of government updates and services to continuity during man-made or natural disasters, a robust, well-implemented, managed and monitored IT infrastructure is a core component of municipal delivery.

It is no longer practical or affordable for municipalities to stay abreast of the latest developments in IT, whether implementing cutting-edge technology systems or defending against imminent data threats. InterDev enters into public-private partnerships with select municipalities to bring its award-winning expertise to bear on behalf of these entities and their citizens. To date, InterDev has worked with more than 30 city, county, or state entities to help them cost-effectively meet or exceed their IT management, maintenance, and support attainment goals. Specific contracted services include:

Systems Management

Assess and evaluate existing IT infrastructure and network solutions for efficiency, security, and capacity restraints. Review network documentation and perform LAN discovery to find and evaluate all network systems.

Make recommendations to optimize workflows, minimize downtime and streamline processing for technology users. On an ongoing basis, report on recommended system upgrades and replacements. Measure and evaluate network performance and storage availability levels to meet or exceed the municipality's needs for throughput and capacity.

Systems Monitoring and Maintenance

Continuously monitor the IT infrastructure using Kaseya systems monitoring to ensure highest quality and uptime, not only on a system-wide level, but also at the detail level of individual system elements.

Monitor and proactively maintain systems security, updates/patches/fixes, communications delivery and quality, online

status, and more. Exercise preventive maintenance to minimize emergency repair and restore situations, using built-in functions that alert InterDev staff (email, text, and ticketing) if any element falls outside predetermined ranges.

Issue Resolution

InterDev works with municipalities to determine priorities and available resources for issue resolution based on the levels, risks, and budgets preferred by the municipality.

All issues are ticketed and logged, providing a tracking method to ensure resolution by a documented process within the contract-specified amount of time.

Communications Systems

InterDev is a certified provider of several industry-leading Voice over Internet Protocol (VoIP) solutions and can work with municipalities, to recommend, install, manage, and/or maintain a full range of enhanced digital communications services. Value-add services include enhanced voice mail, tele- and video conferencing, call routing and call centers, constituent relations management system integration, and more. During ongoing operations, InterDev implements robust tools to monitor call quality and voicemail integrity and take necessary steps to resolve delivery issues.

Staffing

InterDev can fulfill both project- or department-specific and comprehensive staffing needs with its own professionally trained personnel. InterDev's employees possess a "can do" attitude that ensures municipalities have someone on-call to respond to IT emergencies on a 24/7/365 basis.

Optionally, InterDev can interview and evaluate incumbent IT staff to ascertain their level of skill, knowledge, and commitment. InterDev can also provide systems and solutions training and mentoring to existing personnel to help them fulfill their assigned duties.



Government IT Security—Defense in Depth

Even as government budgets are being slashed due to economic necessity, hackers and cybercriminals are becoming increasingly cognizant of the gold mine of information available through government Websites and networks. Hacking has turned political, no longer seeking only bragging rights or monetary gain, but exposing everything from confidential police records to state secrets in the name of a misguided political ideal. From the private data of citizens to information about municipal vulnerabilities, governments frequently store information that in the wrong hands could result in extreme harm to members of the public and liability for the municipality.

Today's requirements go beyond rigid perimeter security plans. **Defense In Depth**—the practice of *prevention, detection, and response*—provides your environment with the levels of security and the right solutions to threats when they arrive. Building an iron-clad shield to prevent penetration of the Website, network and resources, aggressively testing to ensure its fortitude, and developing a strategic response are the only prudent choices for governmental bodies today.

This stringent approach must necessarily go far beyond preventing outside penetration with firewalls and Web appliances to also include constant scrutiny to prevent internal breaches, such as the accidental downloading of sensitive or malicious material by personnel.

InterDev has decades of experience designing, implementing, and monitoring robust, cost-effective security solutions at all levels—from assessing and mitigating vulnerabilities to auditing both the theory and reality of security policies and procedures.

InterDev has developed methodologies and tactics utilizing industry-leading solutions for Vulnerability Assessments, Penetration Testing, Intrusion Prevention Systems (IPS),

Intrusion Detection System (IDS), and Security Information and Event Management (SIEM) technologies.

Imagine elite security forces creating an invisible defensive perimeter around your environment, complete with monitoring solutions that alert them when anyone inside or out engages in unsafe behavior. InterDev's solutions are exactly that—a solid blockade that safeguards your assets through continuous monitoring and fortification of secured pathways that employees cannot inadvertently open.

Yet, our solutions facilitate employee productivity and enable public access, with accountability and transparency to citizens left intact.

Defense in Depth—Prevent, Detect, Respond

- Vulnerability Assessment
- Penetration Testing
- Intrusion Prevention & Detection Systems (IPS/IDS)
- Data Loss Prevention (DLP)
- Security Information and Event Management (SIEM)
- Unified Threat Management (UTM)
- Risk-Based Security Auditing
- Security Policy and Procedure Development

InterDev's Managed IT & Security Services provide comprehensive security assessment, a realistic action plan for remediation, and ongoing monitoring to combat tangible threats and emerging vulnerabilities. Today's computing environment is a war zone, with the numbers and damage potential of threats increasing daily. No one should navigate such a landscape without tactical defense experts at their side.

For information on how InterDev can put its security team to work for you, please call 877.841.8069 or visit www.InterDev.com.

City of Peachtree Corners Preliminary IT Budget

Updated June 14, 2012

	Qty	Est. Price	Extended	Actual quotes	Extended
Infrastructure					
Dell R720 server, 2 processors, 48GB RAM, 6x600GB HD, 5-year warranty	1	\$9,890.50	\$9,890.50	\$8,438.04	\$8,438.04
Dell 24U rack cabinet	1	\$750.00	\$750.00	\$899.28	\$899.28
Dell PowerConnect 5524P, 24-port POE switch	1	\$748.06	\$748.06	\$1,266.20	\$1,266.20
APC 1500VA rackmount UPS	1	\$684.99	\$684.99	\$539.18	\$539.18
SonicWALL NSA2400 Firewall w/ 1 yr Total Secure services	1	\$2,400.00	\$2,400.00	\$2,588.00	\$2,588.00
Ruckus Wireless Access Point	1	\$895.00	\$895.00	\$793.67	\$793.67
Avtech room temperature monitor/alert system	1	\$245.00	\$245.00	\$217.00	\$217.00
HP LaserJet Enterprise M601dn B/W (2) & M551dn Color printers (1)	3	\$1,299.00	\$3,897.00	\$850.00	\$2,550.00
Patch cables	35	\$5.00	\$175.00	\$5.00	\$175.00
APC Back-UPS ES 550 - UPS - 330 Watt - 550 VA for switch	1	\$79.00	\$79.00	\$60.47	\$60.47
Dell M410HD 1280x800 projector	1	\$659.12	\$659.12	\$599.20	\$599.20
Fujitsu ScanSnap S1500 desktop scanner	1	\$415.00	\$415.00	\$414.49	\$414.49
Barracuda Spam and Virus Firewall 300	1	\$1,799.10	\$1,799.10	\$1,798.00	\$1,798.00
Barracuda Spam and Virus Firewall annual updates	1	\$629.10	\$629.10	\$629.00	\$629.00
Barracuda Spam and Virus Firewall annual warranty (optional)	1	\$404.10	\$404.10	\$404.00	\$404.00
Barracuda Message Archiver 350	1	\$4,499.10	\$4,499.10	\$4,499.00	\$4,499.00
Barracuda Message Archiver annual updates	1	\$1,214.10	\$1,214.10	\$1,214.00	\$1,214.00
Barracuda Message Archiver annual warranty (optional)	1	\$989.10	\$989.10	\$989.00	\$989.00
Barracuda Web Filter 310	1	\$1,799.10	\$1,799.10	\$1,799.00	\$1,799.00
Barracuda Web Filter annual updates	1	\$449.10	\$449.10	\$449.00	\$449.00
Barracuda Web Filter annual warranty (optional)	1	\$404.10	\$404.10	\$404.00	\$404.00
Barracuda Disk-based Backup Service 490	1	\$4,499.10	\$4,499.10	\$4,499.00	\$4,499.00
Barracuda Disk-based Backup Service, per 200GB data offsite/month	3	\$50.00	\$150.00	\$47.33	\$141.99
Barracuda Disk-based Backup Service annual warranty (optional)	1	\$989.10	\$989.10	\$989.00	\$989.00
Software					
Microsoft Windows Server 2008	2	\$415.33	\$830.67	\$319.29	\$638.58
Microsoft Windows Server Client Access License	15	\$17.50	\$262.50	\$13.03	\$195.45
Microsoft Windows Server Remote Desktop License	10	\$43.75	\$437.50	\$37.89	\$378.90
Microsoft Exchange Server 2010	1	\$413.00	\$413.00	\$215.76	\$215.76
Microsoft Exchange Server Client Access License	15	\$39.67	\$595.00	\$29.02	\$435.30
Microsoft Project Standard License	2	\$505.99	\$1,011.98	\$238.98	\$477.96
Microsoft Visio Standard License	1	\$195.99	\$195.99	\$96.75	\$96.75
AntiVirus for server and desktops	15	\$35.00	\$525.00	\$39.33	\$589.95
Scorpionsoft Two-Factor Authentication- Tokens	10	\$50.00	\$500.00	\$50.00	\$500.00
Scorpionsoft Two-Factor Authentication- Annual Subscription	10	\$60.00	\$600.00	\$60.00	\$600.00
Adobe Acrobat Professional	2	\$209.99	\$419.98	\$280.97	\$561.94
TechSmith SnagIT graphics utility	15	\$29.95	\$449.25	\$29.92	\$448.80
Peachtree Accounting, 5 users, to be used until ERP is selected	1	\$2,400.00	\$2,400.00	\$688.27	\$688.27
User PCs					
Dell Latitude E6520 notebook, 4-year warranty, accidental damage protection	15	\$1,871.42	\$28,071.23	\$1,851.95	\$27,779.25
Notebook carrying case	15	\$35.00	\$525.00	\$35.00	\$525.00
Apple iPad for Mayor and Council (optional)	7	\$500.00	\$3,500.00	\$500.00	\$3,500.00
Apple iPad cover (optional)	7	\$65.00	\$455.00	\$65.00	\$455.00
Phone system					
Cudatel 370b VoIP	1	\$6,174.05	\$6,174.05	\$5,849.00	\$5,849.00
CudaTel 370b annual updates	1	\$1,661.55	\$1,661.55	\$1,574.00	\$1,574.00
CudaTel 370b annual instant replacement	1	\$1,376.55	\$1,376.55	\$1,304.00	\$1,304.00
Polycom 4-line VoIP handset	15	\$202.35	\$3,035.18	\$225.00	\$3,375.00
Polycom Soundstation IP 5000 conference room speakerphone	1	\$381.65	\$381.65	\$385.00	\$385.00
Cisco ATA 186-VoIP phone adapter for fax devices	1	\$65.00	\$65.00	\$33.50	\$33.50
Miscellaneous					
Shipping	1	\$1,061.00	\$1,061.00	\$1,061.00	\$1,061.00
Network cabling (possibly not needed)	15	\$125.00	\$1,875.00	\$125.00	\$1,875.00
Cabling infrastructure parts, wall mount, patch panel, etc.	1	\$250.00	\$250.00	\$250.00	\$250.00
Misc IT tools, USB drives, USB keys	1	\$200.00	\$200.00	\$200.00	\$200.00
Total			\$95,935.82		\$90,348.93
Implementation services					
For all items listed above, including basic Peachtree Acctg installation	1		\$14,000.00		
Peachtree Acctg implementation and customization will be done by third party					
Note: Microsoft licenses are quoted as year 1 of a 3-year agreement					
Third party items					
Postage machine	1				
Workgroup copier/scanner/fax	1				
Cell phones	15				
Air cards	3				
Access control system	1				
Security camera system	1				

**A RESOLUTION TO ADOPT TEMPORARY PROCEDURE FOR CITY COUNCIL
PUBLIC HEARINGS FOR THE CITY OF PEACHTREE CORNERS**

WHEREAS, well organized meetings allow a City Council to reach decisions in a fair and consistent manner; and

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

WHEREAS, public participation and access to the governmental decision-making process is a key element of an open and transparent organization; and

WHEREAS, the Mayor and Council intend to review and develop Rules and Procedures for conducting their Council Meetings, Public Hearings, Public Comment and this is a temporary solution in order to conduct Public Hearings regarding the upcoming Budget and Millage Rate Hearings.

NOW, THEREFORE, BE IT SO RESOLVED by the Mayor and Council of the City of Peachtree Corners, Georgia while in session on June 19, 2012 to take action as follows:

SECTION 1: Public Hearings. The City Council may schedule public hearings for the purpose of soliciting public comment on any subject of interest to the City Council. Hearings may be held immediately prior to, during or following a meeting of the City Council or at such other places and times as the City Council may determine. There shall be a time limit of ___ minutes for Public Hearings. These limits may be waived by a majority vote of the City Council. No official action shall be taken during any such public hearing. Hearings on zoning decisions shall be governed in accordance with the zoning policies and procedures. [Cross-reference: O.C.G.A. §§ 36-66-4 and 36-66-5]

SECTION 2: This Resolution shall be effective immediately upon its adoption.

SO RESOLVED AND EFFECTIVE, this the 19th day of June 2012.

Approved:

Michael Mason, Mayor

Attest:

Joan C. Jones, Acting City Clerk



City of Peachtree Corners

FY13 Budget
June 14, 2012



Budget Presentation Goals

- Receive feedback and direction from Mayor and City Council as we develop the FY13 Budget
- Develop a consensus on short-term priorities and first year needs
- Validate FY13 planning assumptions



FY13 Budget Calendar

May 22

Preliminary Discussion of Expenditures

June 5

Budget Workshop

June 14

City Council Budget Presentation

June 19

1st Public Hearing on FY13 Budget

June 26

2nd Public Hearing on FY13 Budget and Adoption



Short-term Priorities

- Validate revenue sources and take necessary steps to begin collections
 - Set Millage Rate
 - Tax Collection Agreement with Gwinnett County
 - Franchise Fee Agreements
- Determine cash flow needs for first 90-120 days in order to appropriately size Tax Anticipation Note (TAN)
- Finalize lease agreement for temporary city hall space
- Purchase systems and equipment necessary to conduct business
- Enter into other service agreements necessary to conduct business
 - Banking Services
 - Communications Services
 - Telecommunications
- Complete IGAs for services with Gwinnett County



FY13 Budget Assumptions

Provide funding for Start-up Costs

- Key Staff
- Facility and Support Equipment
- Call taking Capability
- Insurance
- Finance and Accounting
- Legal Services
- Comprehensive Plan
- Communications

Provide Funding for Unforeseen Start-up Expenditures

Establish a Fund Balance Reserve (Emergency Fund)



Budget Highlights

- Funding to hire key staff
 - City manager
 - Planning and zoning manager
 - Accounting manager
 - City clerk
- Funding for call answering services
- Funding to begin comprehensive plan process
- Funding for planning and zoning liaison services
- Funding for communications plan, website management and branding materials
- Funding for IT systems and services
- Funding for facility and furnishings
- Contingency funding for unknowns



Fund Balance Reserve

- Adopted as part of the approved Budgetary Policy
- Fund Balance is the cash reserve and working capital to cover the following:
 - Expenditures caused by unforeseen emergencies
 - Shortfalls caused by revenue decline
 - Eliminate short-term borrowing for cash flow purposes
 - Best practices call for Reserve no less than three (3) months of operating expenditures (25%)



Revenue FY13

Source	2013 Projected
Property Tax	\$1,727,168
Franchise Fees	\$500,000
Other Revenues*	\$500,000
Total	\$2,727,168

*Tax Anticipation Note repayable by 12/31/2012



Revenue Detail

Property Tax

- Preliminary Digest Net is \$1,763,200
- Anticipate collection rate of +/- 98%
- Estimated collections of **\$1,727,168**

Franchise Fees

- Phase-in of franchise fees during first quarter of FY13
- Collections will be for less than one year based on when agreement adopted



Draft Expenditures for FY2013

General Fund Department	2013 Projected
City Council	83,111
City Manager	199,954
General Operations	1,017,650
Finance	188,587
Legal Services	200,000
Facility Management	250,000
City Clerk	91,936
Contingency	294,046
Community Development	201,885
Designated Reserve	200,000
Total General Fund:	\$2,727,168



General Operations

- Call Taking Services - \$100,000
- Start-up Assistance - \$75,000
- Comprehensive Plan - \$100,000
- Communications Services - \$70,000
- IT Equipment and Licenses - \$100,000
- IT Services - \$30,000
- General Liability Insurance - \$7,650
- Tax Anticipation Note Repayment - \$500,000
- Office Equipment - \$35,000



Finance and Accounting

- Accounting Manager pro-rated for 9 months - \$94,868
- Audit Services - \$30,000
- Financial Services Contract - \$50,000



Legal Services

- Professional Services - \$100,000
- Litigation - \$100,000



Facility Management

- Building Operating Lease - \$125,000
- Technical Services (phone, internet) - \$25,000
- Furniture - \$50,000
- Janitorial Services and Signage for City Hall - \$50,000



Contingency

- Start-up - \$194,046
- City manager - \$100,000



Community Development

- Planning and Zoning Manager pro-rated for 9 months
\$126,885
- Planning and Zoning Liaison Services \$75,000



Discussion

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>City Council</i>	2013 BUDGET	
	Amount	Notes
Regular Salaries and Withholding	57,000	
Social Security	3,534	
Medicare	827	
Unemployment	1,750	
Postage	500	
Travel/Dues/Training	9,000	GMA, Chamber of Commerce
Operating Supplies	5,000	
Hospitality	5,500	
TOTAL EXPENDITURES	83,111	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>City Manager</i>	2013 BUDGET	
	Amount	Notes
Regular Salaries	101,250	\$135,000 pro-rated at 9 months
Group Ins - Health	9,000	Pro-rated at 9 months
Group Ins - L/T Disb	1,200	
Group Ins - Dental	700	
Group Ins - Life	1,500	
Social Security	6,278	
Medicare	1,468	
Retirement- Defined Contribution 401(25,313	
Move and Relocation Expenses	30,000	Moving, Temporary Housing allowance
Unemployment	750	
Workers Comp	996	
Travel	3,000	GMA, GCCMA
Dues & Fees	3,500	ICMA, GCCMA, Civic Club
Education/Training	2,500	
Operating Supplies	7,500	
Hospitality	5,000	
TOTAL EXPENDITURES	199,954	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>General Operations</i>	2013 BUDGET	
	Amount	Notes
Prof Svcs-Call Center	100,000	Start-up costs plus monthly operating cost
Professional Svcs- Start-up Assistance	75,000	Start-up Service Assistance
Prof Svcs- Comprehensive Plan	100,000	Preparation of First Comprehensive Plan - First Year Payments
Prof Svcs- Communications	70,000	omm Plan, Website Management, Branding Materials, Newslette
IT Equipment & Licenses	100,000	Servers, Routers, Laptops, Email, GIS, Licenses
Prof Svcs- IT Services	30,000	IS Start-up and on-going services
Prop/Liab Insurance	7,650	General Liability Insurance for City
Working Capital Repayment - TAN	500,000	TAN must be repaid by 12/31/12
Office Equipment	35,000	copier, scanner, fax, postage meter, telephones
TOTAL EXPENDITURES	1,017,650	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>Finance</i>	2010 BUDGET	
	Amount	Notes
Regular Salaries	63,750	Accounting Manager @ \$85,000 pro-rated at 9 months
Group Ins - Health	9,600	
Group Ins - L/T Disb	1,974	
Group Ins - Dental	1,462	
Group Ins - Life	1,462	
Social Security	4,858	
Medicare	924	
Retirement - Defined Contribution 401	10,838	
Unemployment	332	
Workers Comp	250	
Prof Svcs- Check Printing	2,500	
Prof Svcs-Audit	30,000	Annual Audit Report
Prof Svcs- Other IGA	3,437	Tax Collection Svcs
Contractual Services	50,000	AP, AR, Procurement
Travel	1,000	
Dues & Fees	1,200	CPA certification
Education/Training	2,500	Continuing Education
Operating Supplies	2,500	
TOTAL EXPENDITURES	188,587	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>Legal Services</i>	2013 BUDGET	
	Amount	Notes
Prof Svcs-Legal	100,000	
Prof Svcs-Litigation	100,000	
TOTAL EXPENDITURES	200,000	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>Facilities and Buildings</i>	2013 BUDGET	
	Amount	Notes
Technical Services	25,000	Phone Lines, Internet Access
Repair & Maint of Building & Signage	50,000	Janitorial, Repairs, Improvements (Signage)
Furnishings	50,000	Furniture
Building Operating Lease	125,000	Base Rent, Common Area Maintenance, Utilities
TOTAL EXPENDITURES	250,000	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>City Clerk</i>	2013 BUDGET	
	Amount	Notes
Regular Salaries	48,750	Annual Salary of \$65,000 pro-rated for 9 months
Group Ins - Health	9,200	
Group Ins - L/T Disb	1,063	
Group Ins - Dental	787	
Group Ins - Life	787	
Social Security	3,023	
Medicare	707	
Retirement - Defined Contribution 401	8,288	
Unemployment	250	
Workers Comp	332	
Advertising	11,500	
Postage	500	
Travel	1,500	
Dues & Fees	1,000	
Education/Training	2,500	Certification and Continuing Education
Operating Supplies	1,750	
TOTAL EXPENDITURES	91,936	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>Contingency</i>	2013 BUDGET	
	Amount	Notes
Start-up Contingency	194,046	
City Manager Contingency	100,000	
TOTAL EXPENDITURES	294,046	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>Community Development</i>	2013 BUDGET	
	Amount	Notes
Regular Salaries	90,000	Salary of \$120,000 pro-rated for 9 months
Group Ins - Health	9,600	
Group Ins - L/T Disb	2,500	
Group Ins - Dental	800	
Group Ins - Life	800	
Social Security	5,580	
Medicare	1,305	
Retirement- Defined Contribution 401(15,300	
Unemployment	750	
Workers Comp	250	
Prof Svcs - Community Dev	75,000	Contract to provide Planning and Zoning Liaison Services
TOTAL EXPENDITURES	201,885	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

<i>Fund Balance Reserve</i>	2013 BUDGET	
	Amount	Notes
Reserve Contribution	200,000	
TOTAL EXPENDITURES	200,000	

City of Peachtree Corners
FY 2013 Budget
General Fund

Revenues

<i>General Revenues</i>	2013 BUDGET	
	Amount	Notes
Property Taxes	1,727,168	\$1,763,200 x 98% Collection Rate
Franchise Fees	500,000	\$500,000 x Phase in < 3 Quarters in year 1
Other Revenue	500,000	Tax Anticipation Note (TAN) - Working Capital for Start-up
TOTAL REVENUES	2,727,168	

Expenditures

Summary	2013 BUDGET	
	Amount	Notes
City Council	83,111	
City Manager Dept.	199,954	
General Operations Dept.	1,017,650	
Finance Dept.	188,587	
Legal Services Dept.	200,000	
Facilities and Buildings Dept.	250,000	
City Clerk Dept.	91,936	
Contingency	294,046	
Community Development Dept	201,885	
Designated Reserve	200,000	
TOTALS	2,727,168	

AN ORDINANCE TO ADOPT THE FISCAL YEAR 2013 BUDGET FOR EACH FUND OF THE CITY OF PEACHTREE CORNERS, GEORGIA, APPROPRIATING THE AMOUNTS SHOWN IN EACH BUDGET AS EXPENDITURES, ADOPTING THE ANTICIPATED REVENUES FOR EACH FUND, PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS FOR EACH FUND AND PROHIBITING EXPENDITURES TO EXCEED ACTUAL FUNDING AVAILABLE FOR EACH FUND

WHEREAS, a proposed Budget for each of the various funds of the City has been presented to the City Council by the Mayor; and

WHEREAS, appropriately advertised public hearings have been held on the proposed Budget, as required by State law and City Charter; and

WHEREAS, the City Council has reviewed the proposed Budget and has made certain amendments to both funding sources and appropriations; and

WHEREAS, each of the funds has a balanced Budget, such that anticipated funding sources equal or exceed proposed expenditures; and

WHEREAS, the Mayor and City Council intend to adopt an annual Operating Budget for the Fiscal Year 2013 and a Capital Improvements Budget for Fiscal Year 2013.

NOW, THEREFORE BE IT ORDAINED that the Operating Budget, shown as "Exhibit A" attached hereto and by this reference made a part of this Ordinance, shall be the City of Peachtree Corners' Fiscal Year 2013 Operating Budget; and

BE IT FURTHER ORDAINED that this Budget be and is hereby approved and that the anticipated revenues presented for each fund are adopted in the amounts shown and that the amounts shown for each fund as proposed expenditures are hereby appropriated to the departments named in each fund; and

BE IT FURTHER ORDAINED that any increase or decrease in appropriations or revenues of any fund or for any department or the establishment of capital projects other than those exceptions provided for herein shall require approval of the Mayor and Council; and

BE IT FURTHER ORDAINED that, as provided in Section 6.26 of the City Charter, such revisions to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

BE IT FURTHER ORDAINED that the expenditures shall not exceed the appropriations authorized by this Budget or amendments thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

BE IT FURTHER ORDAINED that the City Manager or his/her designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEACHTREE CORNERS, GEORGIA, this ____ day of June 2012.

Approved:

Michael Mason, Mayor

Attest:

(Seal)

Joan C. Jones, Acting City Clerk

Approved as to Form and Content:

William F. Riley, Acting City Attorney

ORDINANCE GRANTING FRANCHISE

To

GEORGIA POWER COMPANY

By

CITY OF PEACHTREE CORNERS

On

_____, 2012

The within franchise accepted on

_____, 2012.

GEORGIA POWER COMPANY

By: _____
President

ORDINANCE GRANTING PERMISSION AND CONSENT to Georgia Power Company, a Georgia corporation, and its successors, lessees, and assigns (hereinafter referred to collectively as the "Company") to occupy the streets and public places of the City of Peachtree Corners, Georgia, a municipality and political subdivision of the State of Georgia (hereinafter referred to as the "City"), in constructing, maintaining, operating, and extending poles, lines, cables, equipment, and other apparatus for transmitting and distributing electricity and for other purposes.

SECTION I. Be it ordained by the governing authority of the City that the authority, right, permission, and consent are hereby granted to the Company, for a period of thirty-five (35) years from the date of the Company's acceptance hereof, to occupy and use the streets, alleys, and public places of the City within the present and future corporate limits of the City as from time to time the Company may deem proper or necessary for the overhead or underground construction, maintenance, operation, and extension of poles, towers, lines, wires, cables, conduits, insulators, transformers, appliances, equipment, connections, and other apparatus (hereinafter referred to collectively as the "Company's Facilities") for the business and purpose of transmitting, conveying, conducting, using, supplying, and distributing electricity for light, heat, power, and other purposes for which electric current may be or become useful or practicable for public or private use, and to re-enter upon such streets, alleys, and public places from time to time as the Company may deem proper or necessary to perform these functions, and to cut and trim trees and shrubbery when and where necessary, in the judgment of the Company, to insure safe and efficient service.

SECTION II. Be it further ordained that the rights, permission, and consents herein contained are granted for the following considerations and upon the following terms and conditions:

1. The Company shall pay into the treasury of the City (a) on or before the first day of March in each year following the granting of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential and commercial rate schedules (as prescribed by the Georgia Public Service Commission) within the corporate limits of the City during the preceding calendar year and four percent (4%) of the gross sales of electric energy to customers served under industrial rate schedules (as so prescribed) within the corporate limits of the City during the period beginning on the first day of the month following the granting of this franchise and ending on December 31 thereafter and (b) on or before the first day of March of each year thereafter during the term of this franchise, a sum of money equal to four percent (4%) of the gross sales of electric energy to customers served under residential, commercial, and industrial rate schedules (as so prescribed) within the corporate limits of the City during the preceding calendar year, on condition that in the event the City shall grant to any other entity the right to use and occupy the City's streets for like purposes, such use and occupancy shall be upon the same terms and conditions as those herein contained, including the payment provisions hereof.

2. The amount, if any, of any tax, fee, charge, or imposition of any kind required, demanded, or exacted by the City on any account, other than ad valorem taxes on property, shall operate to reduce to that extent the amount due from the percentage of gross sales provided for in paragraph 1 of this Section II.

3. The Company shall fully protect, indemnify, and save harmless the City from all damages to persons or property caused by the construction, maintenance, operation, or extension of the Company's Facilities, or conditions of streets, alleys, or public places resulting therefrom, for which the City would otherwise be liable.

4. The Company shall, in constructing, maintaining, operating, and extending the Company's Facilities, submit and be subject to all reasonable exercises of the police power by the City. Nothing contained herein, however, shall require the Company to surrender or limit its property rights created hereby without due process of law, including adequate compensation, for any other purpose at the instance of the City or for any purpose at the instance of any other entity, private or governmental.

5. For purposes of paragraph 6 of this Section II, the term "Distribution Facilities" means poles, lines, wires, cables, conductors, insulators, transformers, appliances, equipment, connections, and other apparatus installed by or on behalf of the Company (whether before or after the adoption of this ordinance) in the streets, alleys, or public places of the City for the purpose of distributing electricity within the present and future corporate limits of the City. Distribution Facilities do not include any of the following: (i) electric transmission lines with a design operating voltage of 46 kilovolts or greater (hereinafter referred to as "Transmission Lines"); (ii) poles, towers, frames, or other supporting structures for Transmission Lines (hereinafter referred to as "Transmission Structures"); (iii) Transmission Lines and related wires, cables, conductors, insulators, or other apparatus attached to Transmission Structures; (iv) lines, wires, cables, or conductors installed in concrete-encased ductwork; or (v) network underground facilities.

6. In the event that the City or any other entity acting on behalf of the City requests or demands that the Company relocate any Distribution Facilities from their then-current locations within the streets, alleys, and public places of the City in connection with a public project or improvement, then the Company shall relocate, at its expense, the Distribution Facilities affected by such project or improvement. The Company's obligations under this paragraph 6 shall apply without regard to whether the Company has acquired, or claims to have acquired, an easement or other property right with respect to such Distribution Facilities and shall not affect the amounts paid or to be paid to the City under the provisions of paragraph 1 of this Section II. Notwithstanding the foregoing provisions of this paragraph 6, the Company shall not be obligated to relocate, at its expense, any of the following: (i) Distribution Facilities that are located on private property at the time relocation is requested or demanded; (ii) Distribution Facilities that are relocated in connection with sidewalk improvements (unless such sidewalk improvements are related to or associated with road widenings, the creation of new turn lanes, or the addition of acceleration/deceleration lanes); (iii) streetscape projects or other projects undertaken primarily for aesthetic purposes; or (iv) Distribution Facilities that are converted from an overhead configuration or installation to an underground configuration or installation.

7. The City and the Company recognize that both parties benefit from economic development within the City. Accordingly, when it is necessary to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) within the City, the City and the Company shall work cooperatively to minimize costs, delays, and inconvenience to both parties while ensuring compliance with applicable laws and regulations. In addition, the City and the Company shall communicate in a timely fashion to coordinate projects included in the City's five-year capital improvement plan, the City's short-term work program, or the City's annual budget in an effort to minimize relocation of the Company's Facilities. Such communication may include, but is not limited to, (i) both parties' participation in the Georgia Utilities Coordinating Council, Inc. (or any successor organization) or a local utilities coordinating council (or any successor organization) and (ii) both parties' use of the National Joint Utility Notification System (or any successor to such system mutually acceptable to both parties).

8. With regard to each streetscape project undertaken by or on behalf of the City, the City shall pay the Company in advance for the Company's estimated cost to relocate any of the Company's Facilities (whether Distribution Facilities, Transmission Lines, Transmission Structures, or other facilities) in

connection with such project. For each streetscape project, the Company shall estimate in good faith the amount of incremental base revenue, if any, that the Company will realize as a result of new customer load or expansion of existing customer load attributable to such project; and such estimate shall be based on tariffs in effect at the time that construction of such project begins and shall not include fuel recovery charges, non-electric service billings, or taxes. If such estimate indicates that the Company will realize incremental base revenue, the Company shall do one of the following, whichever results in greater cost savings to the City: (i) reduce the City's advance payment to the Company for relocation costs by ten percent (10%); or (ii) where the City has developed a bona fide marketing plan within twelve (12) months after construction of such project begins, either refund the amount of the Company's incremental base revenue during such twelve-month period to the City or credit such amount against any future payment due from the City to the Company. The City and the Company acknowledge and agree that the amount of any refund or credit calculated pursuant to clause (ii) of the foregoing sentence of this paragraph 8 shall not exceed the amount of the City's advance payment to the Company for relocation costs associated with such project.

SECTION III. Be it further ordained that nothing contained in this ordinance shall limit or restrict the right of customers within the corporate limits of the City to select an electric supplier as may hereafter be provided by law.

SECTION IV. Be it further ordained that from time to time after the approval of this ordinance, the Company and the City may enter into such additional agreements as the Company and the City deem reasonable and appropriate; provided, however, that such agreements shall not be inconsistent with the terms and conditions of the franchise granted in this ordinance, shall not extend beyond the term of the franchise, and shall be enforceable separate and apart from the franchise.

SECTION V. Be it further ordained that the Company shall, within ninety (90) days from the approval of this ordinance, file the Company's written acceptance of the franchise granted in this ordinance with the Clerk of the City, so as to form a contract between the Company and the City.

SECTION VI. Be it further ordained that upon such acceptance all laws and ordinances, and all agreements between the Company and the City with respect to the Company's use of the City's streets, alleys, and public places, in actual conflict herewith be and the same shall thereupon stand repealed and terminated, respectively.

Adopted by the City Council of the City of Peachtree Corners, Georgia, at a meeting held on

_____, 2012.

Approved: _____, 2012.

Mayor

I, _____, Clerk of the City of Peachtree Corners, Georgia, hereby certify that I was present at the meeting of the City 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 City Council of the City of Peachtree Corners, Georgia, at said meeting.

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

Clerk