



November 28, 2011

WORK SESSION
Taylor Conference Room
12000 Findley Road, Suite 300
www.JohnsCreekGA.gov

5:00 PM

A) PLEDGE OF ALLEGIANCE

B) OPENING COMMENTS-Mayor Bodker

C) DEPARTMENTAL UPDATES

- | | |
|-------------------|---|
| Contracts Manager | <ul style="list-style-type: none">• Review of Contract Renewal for Traffic Signs and Signals• Review of Amendment to CH2M Hill Contract-Assignment |
| Finance | <ul style="list-style-type: none">• Review of Ordinance to Amend the 2012 Budget for the Encumbrance Carry-Over from the 2011 Budget |
| Legal | <ul style="list-style-type: none">• Review of Fees for Sunday Alcohol Sales Permit• Review of City Hall Lease Renewal |
| Council | <ul style="list-style-type: none">• Discussion of Mission Statement for Charter Commission• Charter Commission Nominees/Appointees Discussion |

D) EXECUTIVE SESSION (If Needed)

E) ADJOURNMENT

**AMENDMENT NO. 1 TO THE CONTRACT AGREEMENT
FOR THE PROVISION OF TRAFFIC SIGNS
AND TRAFFIC SIGNALS MAINTENANCE SERVICES**

WHEREAS, the city of Johns Creek, Georgia ("City") and Georgia Management Agency, Inc. D/B/A Roadworx ("Vendor") have entered into a certain contract dated November 29, 2010 for the procurement of Traffic Signs and Traffic Signals Maintenance Services; and

WHEREAS, the parties desire to amend the Contract, it being to the mutual benefit of all parties to do so, as set for herein for the reasons and consideration set forth herein.

NOW THEREFORE, in consideration of the mutual promises made herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to modify and amend the Contract as follows:

1. Exhibit A, Statement of Work and Pricing Summary, shall be amended by a revised work schedule which are attached hereto and incorporated herein.

In **WITNESS WHEREOF**, the parties hereto have caused to amend the contract agreement with Georgia Management Agency, Inc., D/B/A/ Roadworx for the procurement of Traffic Signs and Traffic Signals Maintenance Services to be duly executed by their authorized officers as of the day and year set forth next to each signature.

Georgia Management Agency, Inc. D/B/A Roadworx:

By: _____

Date: _____

Attest: _____

Date: _____

CITY of JOHNS CREEK

By: _____
Mayor

Date: _____

Attest:
By: _____
City Clerk

Date: _____

Traffic Services

General Performance .All construction and traffic maintenance work shall be performed in accordance with Georgia Department of Transportation Standard Specifications for Construction of transportation Systems and other GDOT specifications as applicable. Adhere to all current State and Federal construction safety regulations, including OSHA regulations. Conform to *Manual on Uniform Traffic Control Devices* (MUTCD, current edition) and the State of Georgia Department of Transportation standards for traffic control. Submit a proposed Traffic Control Plan to the Public Works Director or his/ her designee before starting any work involving a lane or roadway closure if longer than the minimum required by the MUTCD. All construction signs and devices will ~~be in like new condition and~~ meet the latest GDOT requirements.

All flaggers must be certified. Traffic control will include flagging and covering areas along the site area that may present safety issues with pedestrians. The Contractor must maintain a safe work zone for their employees, pedestrians and vehicular transportation.

Certifications. Provide copies of flagger certifications, ISMA certifications and other certifications as applicable for all personnel assigned to work in the city.

Work Order Priority. Perform services in accordance with an established work order priority schedule. After hours and emergency work orders may be authorized verbally and followed up with a written work order.

- Priority 1: Complete Signal and red series sign requests within **2 hours** of notification and complete other Priority 1 requests within 24 hours.
- Priority 2: Complete within 72 hours.
- Priority 3: Complete within 10 business days.
- Priority 4: Complete within 90 days.

Work orders will not be considered complete until approved by city staff. Rejected work will be completed within 72 hours (Priority 3 and 4, 24 hrs priority 1 and 2) time extension of these deadlines will be considered on a case by case basis and approved by the Public Works Director. Lack of parts, personnel or equipment required in the normal performance of this agreement will not qualify as reason to extend deadlines. Additional time will be allowed for special order supplies.

Sign Services. Perform the following services:

- Provide sign maintenance services for traffic signs including installation, cleaning, straightening, repairing (e.g. replacing bolts, resetting street sign on existing post); trimming foliage around signs and/ or the blocking of sight visibility of signs; and the removal of graffiti from signs and traffic signal cabinets.
- Install or replace 600 signs and ground or aerial mount.
- Provide recommendations based on the MUTCD, current edition and on accepted traffic engineering standards and practices for sign replacement, location, or installation.

- Provide training for proper foliage trimming for all crew members prior to working in the city (training will be conducted by qualified city staff.)
- Provide labor and equipment coverage for a forty (40) hour concurrent work week within the city. The exception of scope requirements and recognized holidays. Provide personnel to complete the tasks as described below (all work shall conform to the MUTCD, current edition and Georgia Department of Transportation Standard Specifications, current edition).
- Provide crew(s) with the proper number of staff and equipment to perform traffic sign maintenance identified in the scope and in assigned work orders. Adequate personnel must be provided to meet safety requirements at all times.
- Some of this work will necessitate after hours call out and/ or weekend work. Provide crews available for incidents, emergencies and weather related emergencies on a 24 hour on-call basis with a 2 hour response time. Provide 40 hour a week crew a cell phone. The city needs to communicate with the project manager on any e-mails not the crew in the truck.

Utility Locates. Mark proposed sign locators and request and confirm utility locates as required by Georgia law.

Sign Materials. Provide an inventory of certain common signs on site for immediate installation:

| Quantity | Sign* No. and Symol | Size |
|----------|---------------------|-----------|
| 5 | R1 - 1 | 30" |
| 1 | R1 - 2 | 30" |
| 2 | R2 - 1 (25 MPH) | 24"X 30 " |
| 2 | R2 - 1 (30 MPH) | 24"X 30 " |
| 2 | R2 - 1 (35 MPH) | 24"X 30 " |
| 1 | R5 - 1 | 30" |
| 2 | W1 - 2L | 30" X 30" |
| 2 | W1- 2R | 30" X 30" |
| 3 | W1 - 8 | 18" X 24" |
| 2 | W2 - 2 | 30" X 30" |
| 1 | W3 - 1 | 30" X 30" |

*All signs to be high intensity prismatic sheeting.

Contractor shall also have a minimum of 10 – 2” x 10’ square poles and 10 – 2 ¼” x 36” square anchors in the city stored at New Town Park or on the truck.

All street name signs shall conform to City of Johns Creek sign standards. Provide all sign materials and posts and ensure compliance with the MUTCD (current edition) and current City standards. All materials shall be listed by the MUTCD (current edition) sign codes and shall be standard roadway sizes.

Traffic Sign Equipment. Provide equipment as required for normal operations and emergency operations to deliver the described services. Maintain equipment to meet clean and professional condition reflecting the City’s high standards. Provide a truck of sufficient size and that is designed to hold signs in an upright position to prevent signs from being scratched or damaged. Provide equipment to meet a 2 hour maximum response time for emergency callouts.

Signal Services. Perform the following services:

- Provide operational oversight and maintenance of the City’s 70 stop and go traffic signals, 24 school flashers and 2 intersection beacons. Maintenance will include, but will not be limited to, traffic signal operation controllers, signal heads, audible signals, crosswalk signals and battery backups which require replacement due to routine wear and tear; repairing, adjusting and aligning signal heads for proper vehicular and pedestrian traffic; cleaning inside and outside control cabinets, removing dust and foreign material and changing the air filter and thermostat as needed; cleaning and

adjusting video cameras and detectors; maintaining and cutting loops; maintaining ITS devices and fiber optic cable.

- Provide personnel to complete the tasks as described below. All work shall conform to the MUTCD, current edition, Georgia Department of Transportation Standard Specifications, current edition and the IMSA recommendations.
- Provide at least 1 Level II IMSA certified traffic signal technicians. Exceptions may be granted on a case by case basis (e.g. vacation, sick) in which case a level II technician will be made available.
- Provide crew(s) with the proper number of staff and equipment to perform traffic signal maintenance identified in the scope and in assigned work order. Adequate personnel must be provided to meet safety requirements at all times.
- Some of this work will necessitate after hours call out and/ or weekend work. Provide crews available for incidents, emergencies and weather related emergencies on a 24 hour on-call basis with a 2 hour response time.

Signal and Cabinet Maintenance. Inspect and clean traffic signal cabinets (as per maintenance checklist to be provided) at least once per year.

Utility Locates. Mark proposed signal pole locations, control box locations, or dig sites and request and confirm utility locates as required by Georgia law. Also locate signal and ITS utilities as requested.

Traffic Signal Materials. Provide an inventory sufficient to build a complete 8-phase signalized intersection. Materials to include signal poles, signal heads, and span wire. The city will maintain spare cabinets, controllers, conflict monitors and field switches.

Traffic Signal Equipment. Provide equipment and vehicles as required for normal operations and emergency operations to deliver the described services. Maintain equipment to meet clean and professional condition reflecting the City's high standards.

Contractor Performance Evaluations

2.5.1 The City of Johns Creek Public Works Department is expected to conduct a monthly performance evaluation for the preceding month with the contractor's project manager. Such evaluations shall be provided to the contractor's project manager by the tenth day of the following month. The evaluation will cover the following areas:

- Work order completion work quality
- Work order paperwork completion (on time and correct)

- Overall crew performance including:
 - Arriving on time for work
 - Proper attire for the job (no t-shirts and sweat pants)
 - Adequate job knowledge to perform tasks according to industry standards
 - Crew attitude and willingness to do what is necessary
 - Compliance with established safety policies and procedures
- Accuracy and completion of proper billing in a timely manner
- Required meeting attendance or contractor project manager availability

2.5.2 Contractors not achieving a satisfactory performance rating may be put on probation until defective areas are brought up to standards. A contractor that is on probation for 3 months of the contract 12 months may be terminated for cause with 30 days' notice.

City of Johns Creek, GA
2012 Additional Services
Traffic Signs and Traffic Signals

The following are the additional services as requested by the City of Johns Creek. Additional services are being asked for in the Traffic Signs and Traffic Signals Maintenance Service Contract. The additional services or increased level of service are as follows:

Traffic Signs and Traffic Signals:

1. Additional traffic sign crew support.
2. Additional traffic signals to maintain.
3. Additional traffic cameras and ITS to maintain.

2012 Additional Services Pricing

1. The additional cost for this service will be \$8,500 per month.



CH2MHILL

CH2M HILL
1000 Abernathy Road
Northpark 400, Suite 1425
Atlanta, GA 30328
Tel 678.731.6600
Fax 678.731.6601

November 17, 2011

Mr. John Kachmar, City Manager
City of Johns Creek
12000 Findley Road
Suite 400
Johns Creek, GA 30097

Dear Mr. Kachmar:

Pursuant to Section 40 of our agreement, CH2M HILL requests our contract with the City of Johns Creek be assigned from CH2M HILL INC. to CH2M HILL ENGINEERS, INC, effective December 31, 2011. As you may know, CH2M HILL conducts significant business with the U.S. Government, and until now, a significant portion of non-federal work has been housed in the same legal entities that were set up to satisfy the heavily regulated U.S. Federal work, including the City of Johns Creek contract. In order to create a stronger client focus and build efficiency in both Federal and Non-Federal markets, CH2M HILL's leadership has decided to move our non-federal government work out of U.S. Federally-compliant entities and into Non-Federal entities.

This change will help us: (1) release our Non-Federal business from regulatory requirements that apply to our Federal business only, and (2) enhance our focus on Non-Federal clients, with resources dedicated solely to the efficient, value-added delivery of services. It is important to note that there will be no change in the scope of the contract, no financial impact on the City, and no changes impacting the CH2M HILL associates in Johns Creek.

If the City is amenable to this Assignment, please have the City sign the acknowledgement below. We have included a copy of the Assignment for the City's review.

Sincerely yours,

Wayne P. Wright
Program Director
CH2M HILL

cc: William F. Riley, Jr., City Attorney
Jon Mantay
Cynthia M. Beyer, Esq.

Attachment: draft Assignment Agreement

John Kachmar, City Manager
City of Johns Creek
November 17, 2011
Page 2

CITY OF JOHNS CREEK, GEORGIA

John Kachmar
City Manager
City of Johns Creek, Georgia

Date

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Assignment Agreement") is made on November __, 2011, by and between CH2M HILL INC., a Florida corporation, with an address of 9191 S. Jamaica Street, Englewood, Colorado 80112 ("Assignor"), and CH2M HILL ENGINEERS, INC., a Delaware corporation, with an address of 9191 S. Jamaica Street, Englewood, Colorado 80112 ("Assignee").

Recitals:

WHEREAS, on or about November 29, 2006, the City of Johns Creek, Georgia and ("City") and Assignor entered into that certain Agreement for provision of city operations services ("Agreement") and on December 13, 2010, the City and Assignor entered into a First Amendment to the Agreement ("First Amendment" and collectively referred to as the "Agreements");

WHEREAS, Assignor is consolidating its business into a Federal Acquisition Regulation compliant business, and accordingly would like to assign this Agreement to its affiliate that performs commercial (non- federal) work;

WHEREAS, Assignee is qualified, willing and able to perform the services under the Agreement effective as of such date as Assignor and Assignee mutually determine (the "Assignment Effective Date"); and

WHEREAS, effective as of the Assignment Effective Date, and contingent upon prior written consent from City, Assignor and Assignee desire that the Agreement shall be assigned to Assignee and Assignee shall assume the obligations of Assignor under the Agreement, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing preambles, which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby consent to the Assignment Agreement, subject to the following terms and conditions, all of which are hereby acknowledged and agreed to by the parties:

Agreement:

1. **Assignment.** Assignor hereby conveys, assigns, and transfers to Assignee all of Assignor's right, title, obligations, and interest in and to the Agreement.
2. **Acceptance and Assumption.** Assignee hereby accepts the assignment of Assignor's right, title and interest under the Agreement, and shall be bound by all of the terms of the Agreement in Assignor's place and stead.
3. **Representations & Covenants.**

3.1 Assignor Representations. Assignor hereby represents and warrants that Assignor (i) subject to CLIENT's prior consent, it has full power and authority to assign the Agreement to Assignee, (ii) has not previously transferred or conveyed its interest in the Agreement to any person or entity collaterally or otherwise and (iii) has full power and authority to enter into the Assignment Agreement.

3.2 Assignee Representations Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement and it has the resources, skills and expertise necessary to successfully deliver services under the Agreement.

4. **Miscellaneous Provisions.**

4.1 Notices. Any notices required to be given under this Assignment Agreement shall be in writing and may be personally delivered, sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested and shall be effective upon receipt at the appropriate address. Any notice given to Assignor, or Assignee shall be sent to the respective address set forth on the signature page below, or to such other address as such party may designate for service of notice.

4.2 Governing Law. This Assignment Agreement is governed by and construed in accordance with the laws, regulations and ordinances of the State of Colorado. Venue for any lawsuit to enforce or interpret this Assignment Agreement shall be in an appropriate court located in Douglas County, Colorado.

4.3 Construction and Interpretation. This Assignment Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Assignment Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, pertaining to the novation are merged in this Assignment Agreement and shall be of no further force or effect. No party has been induced to enter into this Assignment Agreement by, nor is any party relying on, any representation or warrant outside those expressly set forth in this Assignment Agreement. This Assignment Agreement is binding on and inures to the benefit of the respective successors, assigns and representatives of each of the parties. All capitalized terms shall have the same meaning as set forth in the Agreement unless otherwise expressly provided in this Assignment Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment Agreement as of the date set forth above.

ASSIGNOR:

CH2M HILL INC., a Florida corporation

Address for Notices:

CH2M HILL INC.
9191 South Jamaica Street
Englewood, CO 80112
Attn: O&MBG Counsel

By: _____
Name: _____
Title: _____
Date: _____

ASSIGNEE:

CH2M HILL ENGINEERS, INC., a Delaware corporation

Address for Notices:

CH2M HILL ENGINEERS, INC.
9191 South Jamaica Street
Englewood, CO 80112
Attn: O&MBG Business Group
Counsel

By: _____
Name: _____
Title: _____
Date: _____



To: **Mayor and City Council**

From: **John Kachmar, City Manager**

By: **Monte Vavra, Finance Director**

Date: **November 18, 2011**

Agenda: **November 28, 2011 WORK SESSION AGENDA ITEM:
*FY 2011 Encumbrance Carryover***

Issue: Detail listing of FY 2011 encumbrances to be carried over to FY 2012

Recommendation: City Council to add agenda item on December 12, 2011 meeting for ordinance to carryover FY 2011 encumbrances to FY 2012 and amend FY 2012 fiscal year budget

Background: Open encumbrances at close of FY 2011 will need to be carried forward to fiscal year 2012 and the corresponding budget will need to be amended to pay for goods/services in fiscal year 2012.

Basis for Recommendation: Generally accepted accounting practice

Alternative Approaches: None

Financial Impact: None, funds originally budgeted in FY 2011, encumbered in FY 2011, and encumbrance will be paid and liquidated in FY 2012.

Attachment(s): Detail listing of encumbrances carried over

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2012 BUDGET FOR THE
ENCUMBRANCE CARRY-OVER FROM THE FISCAL YEAR 2011 BUDGET FOR
THE GENERAL FUND.**

WHEREAS, a 2012 Budget for each of the funds of the City was adopted by the Mayor and City Council at the Council meeting on September 12, 2011; and

WHEREAS, subsequent to the adoption of the fiscal year 2012 budget the City of Johns Creek has entered into contracts and commitments encumbered in the fiscal year 2011 budget which were not completed and fulfilled at the close of the fiscal year,

WHEREAS, the outstanding encumbrances will be completed during the fiscal year 2012 and the fiscal year 2011 budget for the outstanding encumbrances will be carried forward to provide the budgetary fund,

WHEREAS, the City of Johns Creek City Council approves the additional budget for fiscal year 2012 to be funded from the encumbrance reserve established at the close of the fiscal year 2011

NOW THEREFORE BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Johns Creek while in regular session on December 12, 2011 that:

Section 1: the City Finance Director roll over the outstanding encumbrances from fiscal year 2011 to fiscal year 2012; and

Section 2: the Budget Amendment, shown as "Exhibit A" attached hereto and by this reference made a part of this Ordinance, and shall be made part of the fiscal year 2012 Budget; and

Section 3: this Revised Budget is hereby approved and that the reserve for encumbrance shall be the source of funding; and

Section 4: any increase or decrease in appropriations or revenues of any fund or for any department require approval of the Mayor and Council; and

Section 5: as provided in Section 6.27 of the City Charter, such amendments to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

Section 6: the expenditures shall not exceed the appropriations authorized by this Budget Amendment thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

Section 7: the City Manager or his designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED, this the 12th day of December, 2011.

Approved:

Michael E. Bodker, Mayor

ATTEST:

Approved as to Form and Content:

Joan Jones, City Clerk

William F. Riley, City Attorney

(Seal)

**2012 BUDGET AMENDMENT
December 12, 2011
ATTACHMENT "A"**

General Fund:

Fund Balance- Reserve for Encumbrances \$ 481,861
100-0000-134-2200

Anticipated Expenses:

City Council
100-1310-523-9006 Local Grant Match \$ 30,000

City Manager:
100-1320-521-2007 Professional Services Other 19,709

City Clerk:
100-1330-521-2003 Professional Services Contractual 2,500

Finance Department:
100-1511-521-2003 Professional Services Contractual 35,500
100-1511-521-3000 Technical Services 25

Human Resources/Support Services
100-1540-521-2000 Professional Services 86,796
100-1540-523-8502 Software Licensing fees 83,243
100-1540-531-7003 Operating supplies 9,996

Police Department:
100-3210-531-7003 Operating Supplies 1,235

Fire Department:
100-3510-531-7010 Uniforms 31,980

Public Works Department:
100-4110-521-2007 Other Professional Services 104,020
100-4110-521-2100 Professional Services Contracted 35,503
100-4110-531-7003 Operating Supplies 3,718

Recreation/Parks Department
100-6110-521-2100 Professional Services Contracted 826
100-6110-531-7003 Operating Supplies 3,618

STATE OF GEORGIA
FULTON COUNTY

Ordinance 2011-12-xx

Community Development Department
100-7410-521-2000 Professional Services 33,192

TOTAL GENERAL FUND \$ 481,861



AGENDA REPORT

To: Honorable Mayor and City Council Members
From: William F. Riley, Jr., City Attorney, and Scott T. Hastey, Assistant City Attorney
Date: November 22, 2011
Agenda: November 28, 2011 Work Session; Agenda Item: Review of Fees for Sunday Sales Permit

Issue: Whether to administer a fee for Sunday retail package sales of malt beverages, wine and/or distilled spirits.

Background: The Referendum to allow Sunday retail package sales of malt beverages, wine and distilled spirits was passed by the citizens of Johns Creek on November 8, 2011. Accordingly, retail package licensees may engage in package sales between the hours of 12:30 p.m. and 11:30 p.m. on Sundays effective December 1, 2011 (Dec. 4, 2011 is the first Sunday). Ordinance 2011-06-14, which the Mayor and Council ordained to allow Sunday retail package sales subject to the aforementioned referendum, requires retail package licensees to pay any requisite fee for Sunday sales before engaging in same. The November 28, 2011 Work Session marks the first available opportunity to discuss whether a fee for Sunday sales for retail package licensees will be administered since the Referendum was approved on November 8, 2011. The City currently administers a \$250.00 fee for Sunday sales by retail consumption on premises licensees.

Alternative Approaches: (i) Adopt a Resolution providing for a fee for Sunday package sales with an effective date of January 2, 2012 or (ii) take no further action.

Concurrent Review: Monte Vavra, Finance Director

Attachment(s): None.

Charter Commission
MISSION STATEMENT

The Charter for the City of Johns Creek is considered the Constitution of Johns Creek's city government. The mission of the Charter Commission is to review and evaluate current provisions of the Charter and recommend revisions to State legislators, ensuring that it balances the best interests of city government and the citizens and meets all applicable State and Federal laws.

Bev Miller
City Council, Post 6
City of Johns Creek

Charter Commission
MISSION STATEMENT

Appointment to the Charter Commission of the City of Johns Creek is both an honor, reflective of the Council's faith in an individual's character and clear-minded nature and a responsibility not to be taken lightly. Attendance at all meetings should be of paramount importance and a genuine effort to become fully informed on all topics under discussion is required.

Further, decisions made by individuals on the Commission should be reflective always of what is in the best interests of the City of Johns Creek for the extended future, not for the immediate. Decisions should be made without regard to personalities now holding elected office, but should be made with regard to ensuring the rights of the electorate to place the individual they feel most qualified in office. The City of Johns Creek was founded on three principals; fiscal responsibility, transparency and responsiveness. These guiding principles will continue to serve the Charter Commission well and should not be forgotten in discussion and recommendations.

Michael E. Bodker
Mayor

**A RESOLUTION TO PROVIDE GUIDELINES AND PROCEDURES GOVERNING
THE FORMATION AND OPERATION OF THE CITY OF JOHNS CREEK
CHARTER COMMISSION; AND FOR OTHER PURPOSES**

WHEREAS: the City of Johns Creek, Georgia (also referred to herein as the "City") has been duly created and is validly existing as a municipal corporation of the State of Georgia; and

WHEREAS: Section 7.18 of the Charter for the City of Johns Creek (the "City Charter") authorizes the Mayor and Council of the City of Johns Creek to create a Charter Commission (the "Commission") to review the City's experience and recommend to the General Assembly any changes to the City Charter; and

WHEREAS: members of the Commission must reside within the City of Johns Creek; and

WHEREAS: the Commission must complete its recommendations within six (6) months of its creation; and

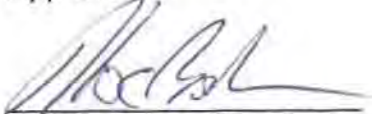
WHEREAS: the Mayor and Council of the City of Johns Creek (the "Mayor and Council") desire to establish certain guidelines and procedures for the formation and operation of the Commission; and

WHEREAS: the Mayor and Council desire to adopt the "Guidelines and Procedures Governing the Formation and Operation of the City of Johns Creek Charter Commission," which are attached hereto and incorporated herein as Exhibit "A."

NOW THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Johns Creek that the Guidelines and Procedures Governing the Formation and Operation of the City of Johns Creek Charter Commission are hereby adopted.

SO RESOLVED this 24th day of October, 2011

Approved:



Michael E. Bodker, Mayor

Attest:



Joan C. Jones, City Clerk



EXHIBIT A

GUIDELINES AND PROCEDURES GOVERNING THE FORMATION AND OPERATION OF THE CITY OF JOHNS CREEK CHARTER COMMISSION

Sec. 1. Purpose. The purpose of these Guidelines and Procedures is to establish rules governing the formation and operation of the City of Johns Creek Charter Commission (the "Commission"), which the Mayor and Council of the City of Johns Creek ("Mayor and Council") are required to create pursuant to Section 7.18 of the Charter for the City of Johns Creek (the "City Charter"). As provided in the City Charter, the purpose of the Commission is to review the City's experience and recommend to the General Assembly any changes to the City Charter.

Sec. 2. Formation; Appointment of Members; Qualifications; Duties; and Vacancy.

- a. **Formation.** The Commission shall consist of nine (9) members, who shall be appointed by the Mayor and Council at the first regularly scheduled City Council meeting in December, 2011.
- b. **Appointment of Members.** The nine (9) members of the Commission shall be appointed pursuant to the procedure set forth herein.
 - (i) **Nominations.** Members of the Commission shall be nominated, as follows: (A) the Mayor and each member of the City Council shall each nominate one (1) individual to serve as a member (*such that seven (7) of the nine (9) nominations are provided by the members of the governing body of the City*); (B) a delegation consisting of each member of the Georgia House of Representatives whose district lies wholly or partially within the corporate boundaries of the City of Johns Creek (the "House Delegation") shall nominate one (1) individual to serve as a member (*such that one (1) of the nine (9) nominations is provided by the House Delegation*); and (C) a delegation consisting of each member of the Georgia State Senate whose district lies wholly or partially within the corporate boundaries of the City of Johns Creek (the "Senate Delegation") shall nominate one (1) individual to serve as a member (*such that one (1) of the nine (9) nominations is provided by the Senate Delegation*). In the event another nomination from the House Delegation or the Senate Delegation may be needed, each delegation should be prepared to provide the names of at least two (2) additional individuals as possible nominees. The nominations set forth above shall be provided to the Mayor and Council prior to the first regularly scheduled City Council meeting in December, 2011.

EXHIBIT A

- (ii) Appointment. The Mayor and Council shall consider all nominations submitted and shall appoint each member to the Commission by supermajority vote. In the event a nominee is not appointed by the Mayor and Council, the elected official or delegation who nominated such nominee shall nominate another individual to serve as a member of the Commission, subject to the appointment by the Mayor and Council.
- c. Qualifications. All members of the Commission must be residents of the City of Johns Creek, and no member may be an elected official.
- d. Duties. Members shall abide by the guidelines and procedures set forth herein and perform the duties of their position in accordance with applicable law and in furtherance of the Mission Statement adopted by the Mayor and Council. Further, members shall be required to attend meetings as set forth in Section 4(d) hereof.
- e. Vacancy. A vacancy in a position shall occur if (1) (A) (i) a member resigns from his/her position or (ii) an event occurs post-appointment that causes a member to fail to meet the qualifications of the position and (B) the Mayor and Council declare that such position is vacant by supermajority vote, or (2) (A) a member fails to perform the duties of his or her position, and (B) the Mayor and Council remove such member from his or her position by supermajority vote. In the event a position becomes vacant, the elected official or delegation that had nominated the vacated member shall nominate another individual to serve as a member of the vacant position.

Sec. 3. Facilitator. The Commission will be guided by an outside facilitator retained by the City (the "Facilitator"). In consultation with the Commission, the Facilitator shall set the Commission's meeting schedule and generate the agendas for each meeting. Further, the Facilitator shall serve to administer meetings of the Commission; however, the Facilitator shall not have the right to vote on any matter, including those that result in a tie vote. The Facilitator may use City staff for general support services, as reasonably requested.

Sec. 4. Meetings; First Organizational Meeting; Voting; Attendance; Records; Progress Reports; and Supplementary Rules.

- a. Meetings. The Commission shall establish a schedule of its regularly scheduled meetings within thirty (30) days of its creation in accordance with the process previously set forth herein. All meetings of the Commission are subject to the Georgia Open Meetings Act (O.C.G.A. 50-14-1, *et seq.*) and all meetings shall be held within the corporate boundaries of the City. The date and time of each meeting, as well as the agenda items to be considered, shall be publicized in the same manner as meetings of the City Council. The Commission shall keep minutes of its

EXHIBIT A

meetings. Nothing set forth herein shall limit the Commission's authority to call special meetings as necessary.

- b. First Organizational Meeting. The Commission shall hold its first organizational meeting within thirty (30) days following its creation. During the first organization meeting, the Facilitator will provide the Commission with information regarding the City Charter, governances, organizational structure, history, and operations of the City of Johns Creek, as well as any other information the Facilitator deems appropriate.
- c. Voting. The Commission's final recommendation for any legislative changes to the City Charter must be affirmatively approved by supermajority vote. [The term "supermajority" shall mean two-thirds (2/3's) of the members voting on the motion]. For any other motions of the Commission, a majority vote shall be required. In the event there is a tie vote on a motion, such motion shall fail.
- d. Attendance. Each member must attend at least 75 of the meetings. Members may have the flexibility of utilizing telecommunications for attending one (1) meeting only; however, as provided by law, no member may vote via telecommunications.
- e. Records. All records of the Commission, including minutes of its meetings, are subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) and shall be maintained in accordance with Georgia law.
- f. Progress Reports. The Commission will provide a formal progress report to the Mayor and Council on the following dates: (i) the first regularly scheduled City Council Meeting held sixty (60) days after the creation of the Commission; (ii) the first regularly scheduled City Council Meeting held one-hundred-and-twenty (120) days after the creation of the Commission; and (iii) the first regularly scheduled City Council Meeting following the Commission's adoption of a final recommendation regarding any legislative changes to the City Charter.
- g. Supplementary Rules. The Commission may establish its own supplementary rules of procedure; provided however, any such supplementary rules shall not conflict with the guidelines and procedures set forth in this Resolution, any other Resolution adopted by the Mayor and Council prior to the Commission's first organizational meeting, or any other applicable law.

Sec. 5. Public Input. The Commission shall hold a minimum of two (2) Public Hearings. Further, the Commission may only gather input from the Mayor and each of the Councilmembers by individually inviting each elected official of the governing body of the City to provide testimony or input at a public meeting of the Commission.

EXHIBIT A

Sec. 6. Outside Counsel. The City Attorney shall appoint a qualified municipal attorney to serve as outside counsel in order to assist the Commission with drafting any proposed legislative changes to the City Charter.

Sec. 7. Mission Statement. The Mayor and Council will provide the Commission with a Mission Statement prior to this first organizational meeting.

Sec. 8. Conflicting Provisions. In the event any provision of these Guidelines and Procedures conflict with any other Resolution or Ordinance of the City of Johns Creek, the provisions set forth herein shall supersede and control.

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Senator John Albers
District 56

COMMITTEES:

Public Safety, Vice Chairman
Science and Technology, Vice Chairman
Economic Development
Education and Youth
Ethics

Deputy Whip

www.senatorialbers.com

November 17, 2011

City of Johns Creek
Mayor, Council and City Clerk

RE: Johns Creek Charter Commission

Honorable Officials of Johns Creek,

On behalf of myself, Senator John Albers and my colleague Senator David Shafer we are proud to nominate Mr. Cleve Gaddis to the Johns Creek Charter Commission. If Mr. Gaddis is unable to serve, our alternate nominee is Mr. Tim Jennette. Listed below is additional information about Mr. Gaddis. If you have any questions, please don't hesitate to let us know.

Cleve Gaddis is currently the managing partner and broker of Gaddis Partners at RE/MAX Center, one of the top 10 RE/MAX teams in the State of Georgia for the last eight years, closing an annual average of \$20 million in sales volume. With over 20 years of experience in sales and sales management, Cleve is well regarded for his sales and marketing expertise and is considered a systems expert. Regardless of what he and his teams are trying to accomplish, there's always a system behind the plan which delivers consistent results.

Cleve attended the University of Georgia and holds a Bachelor of Science degree in Management and International Marketing, graduating Summa Cum Laude from Northwood University in Chicago. He is on the board of his local Realtor association, is actively involved in economic development in North Atlanta and was instrumental in the creation of the City of Johns Creek in 2006. A native of Atlanta, Cleve currently resides in Johns Creek, GA with his wife, Michelle, and four daughters aged 9 to 14. They are actively involved in North Point Community Church and with the PTA's of the girls' schools.

Sincerely,

A handwritten signature in black ink that reads 'John Albers'. The signature is written in a cursive style with a long, sweeping underline.



LYNNE RILEY
REPRESENTATIVE, DISTRICT 50
10605 WREN RIDGE ROAD
JOHNS CREEK, GEORGIA 30022
770-664-0436 (O)
Lynne.Riley@house.ga.gov

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STANDING COMMITTEES
Natural Resources & Environment
Retirement
MARTOC

November 22, 2011

Ms. Joan Jones, City Clerk
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097
Joan.Jones@johnscreekga.gov

Dear Ms. Jones,

I write today in response to your letter of November 15, 2011 regarding the nomination of members to the City of Johns Creek Charter Commission.

I have conferred with my colleagues Rep. Tom Rice, Rep. Wendell Willard, and Rep. Chuck Martin, and we have reached consensus on two distinguished citizens of Johns Creek to offer in nomination.

As our primary nominee, we present to you Mr. Tim Jennette, 325 Tree Lake Court, Johns Creek, GA 30097. Mr. Jennette may be reached by telephone at 404-285-6631.

In accordance with your request, we offer as an alternate nominee Mr. Cleve Gaddis, 9805 Kennebec Way, Johns Creek, GA 30022. Mr. Gaddis may be reached by telephone at 404-271-4275.

Should you have any questions, please do not hesitate to contact me at 404-992-6132.

Very Truly Yours,

Representative Lynne Riley

CC: Rep. Tom Rice TQGRice@aol.com
Rep. Wendell Willard wkwillard@wendellwillard.com
Rep. Chuck Martin chuck@martinforgeorgia.com