



CITY COUNCIL MEETING AGENDA

November 28, 2011

**City Council Chambers
12000 Findley Road, Suite 300
www.JohnsCreekGA.gov**

7:00pm

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) OPENING REMARKS

E) MINUTES

- Consideration of 11-7-2011 Work Session Summary and Council Meeting Minutes

F) APPROVAL OF MEETING AGENDA – Add/Remove Agenda Items

G) PUBLIC COMMENT

H) CONSENT AGENDA –Consent Agenda Items

1. **ACTION ITEM** Consideration of Privileged Resolution Recognizing Eagle Scout Nikhil Vallabhaneni of Troop 3143
2. **ACTION ITEM** Consideration to Authorize and Approve a Memorandum of Understanding between the City of Alpharetta and the City of Johns Creek for Hazardous Materials Mutual Aid

I) ANNOUNCEMENTS

J) REPORTS AND PRESENTATIONS

City Manager Update on Annual Giving Campaign

K) OLD BUSINESS

L) NEW BUSINESS

1. **ACTION ITEM** Consideration to Approve the First Contract Amendment for the Provision of Right of Way–Mowing and Right of Way–Storm Drain Maintenance with Optech RWM, LLC
2. **ACTION ITEM** Consideration to Approve the First Contract Amendment for the Provision of Field Services – Road Work Maintenance Services with Blount Construction Company Inc.
3. **ACTION ITEM** Consideration to Approve the First Contract Amendment for the Provision of Park Maintenance Services with Optech RWM, LLC
4. **ACTION ITEM** Consideration to Approve the First Contract Amendment for the Provision of Traffic Signs an Traffic Signals Maintenance Services with Georgia Management Agency, Inc. D/B/A Roadworx
5. **O2011-11-26** Consideration to Adopt and Authorize an Ordinance Amending Article 2 of Chapter 109: Land Development and Environmental Protection in order to comply with the National Floodplain Insurance Programs

6. **O2011-11-27** Consideration to Adopt and Approve an Ordinance Establishing the Regular City Council Meeting Schedule for the Calendar Year 2012

M) OTHER BUSINESS

N) PUBLIC COMMENT

O) MAYOR'S COMMENTS

P) EXECUTIVE SESSION (If Needed)

Q) ADJOURNMENT

CITY OF JOHNS CREEK
WORK SESSION SUMMARY
November 7, 2011, 5:00pm

The Mayor and Council of the City of Johns Creek held a Work Session on Monday, November 7, 2011 at 5:00pm. The Work Session was held in the Taylor Farms Conference Room at City Hall, located at 12000 Findley Road, Suite 300 in Johns Creek, Georgia 30097. In attendance were Council Members K. Stewart, I. Figueroa, K. Richardson, B. Miller and R. Johnson. Council Member D. McCabe was absent. Mayor Bodker presided. City Manager Kachmar and other Department Heads were present.

Mayor Bodker opened the meeting with the Pledge of Allegiance.

Land Development Manager Seth Yurman reviewed the **Floodplain Ordinance Amendment**. He reported the City applied for participation in the Community Rating System (CRS) which recognizes efforts to exceed the current flood plain requirements and results in discounted flood insurance for eligible homeowners. One of the requirements for the program is an audit by the Department of Natural Resources (DNR). During the audit to assess the City's program, minor recommendations were made, such as revising the date on the flood map changes and add definitions. This amendment would incorporate those changes. Mayor Bodker asked about the benefits of the CRS rating and for clarification on the 100 year flood plan map and 500 year map. Mr. Yurman said residents benefit from the discounted flood insurance rate and there is very little difference in the two maps. Council had no objections to moving this item to the November 28th Council Meeting agenda.

Senior Contracts Manager Thomas Henrikson reviewed the **contract renewals for Field Services: Right of Way and Parks Maintenance and Signs and Signals, etc.** Mr. Henrikson informed Council the above field service contracts were let last year and are due to expire the end of November. He noted Optech RWM LLC has the Right of Way Mowing and Right of Way Storm Drain Maintenance Contract with an annual rate of \$727K which is an increase of \$90,708 due to the mileage increase as a result of the completion of the McGinnis Ferry Road. Blount is the contractor for the Road Maintenance, with an annual rate of \$912,752K and for Parks Maintenance contract for \$90,707. Mr. Henrikson noted an increase in costs for the Parks Maintenance is attributed to the addition of Shakerag Park. The renewal contract up for traffic signs and signals maintenance was not included in Council's packet for review. Mr. Henrikson noted the renewal quote he received was for \$30k per month; this is up from last year's \$20k per month. The contract was not received from the contractor in sufficient time to negotiate the amount which he commented should be lower. Council was concerned the renewal agreement for the signs was not included for their review and suggested the documents be provided as soon as possible; this item be added to the November 28 Work Session for additional review and to add all the contract renewals to the November 28th Council Meeting, with the understanding if there are concerns with sign maintenance agreement or other provisions this could be addressed.

Fire Chief Jeff Hogan presented on the **Memorandum of Understanding with the City of Alpharetta for Mutual Aid Regarding Hazardous Materials**. The agreement would provide for the Cities of Alpharetta and Johns Creek mutual assistance should either city have the need for a Hazardous Materials Response. There was discussion on the benefits of the MOU and Council had no objections to moving this item to the November 28th Council Meeting.

City Clerk Joan Jones reviewed the **2012 Meeting Calendar**. Clerk Jones reported the Planning Commission and Board of Zoning Appeals have not yet set their meeting calendars but did highlight some potential changes due to recognized holidays. In addition, Fulton County BOE

has not yet adopted the school calendar. Mayor Bodker reviewed each month with council. Recommendation was made to change the January 23rd meeting date to January 30th as the GMA Mayors Day Conference is set for that time. Mayor Bodker asked Council to provide feedback for additional Work Session dates for parks, cultural arts, and retreat discussions. Chief of Staff Patty Hansen noted she was able to determine the first day of school for 2012-13 calendar year will be August 13th. There was Council consensus to move the August 13th meeting to August 6th. The changes will be made and this item will be placed on the November 28th Council Agenda for further review and discussion prior to adoption.

Communications Manager Grant Hickey reviewed the **2011 Holiday Greeting Cards** submitted by Findley Elementary and State Bridge Crossing Elementary schools. Council decided all the cards were winners and suggested as in previous years, creating a montage using all 14 submissions.

City Manager Kachmar reviewed several items, including nominating appointees to the Charter Commission and completing the Mission Statement. He suggested this should be done at the November 28th Meeting, Mayor Bodker explained the appointments would be in December, but next work session would be a good time to discuss. City Manager Kachmar informed Council during the December 12th Work Session there will be a discussion on Cultural and Arts activities, which could include a presentation by Arts on the Creek (AOTC). Council discussed having the Johns Creek Chamber address Council.

Mayor Bodker proposed inviting the Johns Creek Chamber to the next Work Session to engage in a discussion on AOTC. Council could have a follow-up discussion on AOTC and other cultural and arts issues during the December 12th Work Session and then the Chamber can be invited to present their strategic plan to Council at the Council Meeting. City Manager Kachmar suggested the council needs to have further discussion on how they want to work with various organizations, help these organizations grow, etc.

Council Member Figueroa suggested there may be time constraints during the November Work 28th Session because of discussions on appointing Charter Commission Members. Mayor Bodker commented Council Members should send their nominations in advance as this may minimize any discussion and facilitate a vote at the November 28th Council Meeting. The Mayor also requested City Clerk Jones to draft a letter to the delegation members asking for their nominations. Council Member Figueroa also inquired about whether the Greater North Fulton Chamber would address Council based on comments during the budget discussion of halting funding for the chambers pending clarification on their operations. Mayor Bodker mentioned a discussion with the North Fulton Chamber on Progress Partners and funding and said they have not yet expressed an interest in addressing Council.

Council Member Miller inquired on the Ciba Vision reorganization. Mayor Bodker provided a brief overview on the possible relocation of several employees explaining he has helped to facilitate meetings in attempt to minimize the loss of jobs in the City. There was a brief discussion on assistance provided to Ciba Vision and a general discussion on what the roles of a developmental authority may have.

There being no further business Mayor Bodker adjourned the Work Session.

Approved,

Attest,

Michael E. Bodker, Mayor

Joan C. Jones, City Clerk

CITY OF JOHNS CREEK
COUNCIL MEETING
November 7, 2011 @ 7:00pm

The Mayor and Council of the City of Johns Creek held a monthly meeting on Monday, November 7, 2011. The meeting was held at 7:00pm in the City Hall Council Chambers located at 12000 Findley Road, Suite 300 in Johns Creek, Georgia.

COUNCIL PRESENT: Post 1-Randall Johnson
Post 2-Dan McCabe- **Absent**
Post 3-Karen Richardson
Post 4-Ivan Figueroa
Post 5-Kelly Stewart
Post 6-Bev Miller
Mayor Mike Bodker

STAFF PRESENT: City Clerk Joan Jones
City Manager Kachmar
City Attorney Bill Riley

PLEDGE OF ALLEGIANCE: Led by the Webelos of Den Pack 9, Troop 1491.

OPENING REMARKS: Mayor Bodker welcomed everyone to the meeting and reminded all tomorrow was Election Day. He congratulated Mayor Pro Tem Miller and Council Member Figueroa on being reelected, as they ran unopposed, and wished all the candidates good luck. The Mayor invited all to attend the next Town Hall meeting this Thursday on the Mount Pisgah North Campus, Building S to discuss the Transportation Investment Act. He invited citizens to submit questions in advance by e-mailing him. In closing, Mayor Bodker congratulated both Chattahoochee and Johns Creek High School for advancing in the state playoffs and he wished neighboring schools Alpharetta and Milton good luck. Mayor Bodker wished the United States Marines Happy 206th Birthday this November 10th.

MINUTES: Council Member Richardson motioned, seconded by Council Member Miller to approve the October 24, 2011 Work Session Summary and Council Meeting Minutes as presented. There being no discussion, the motion passed unanimously.

MEETING AGENDA APPROVED: Council Member Johnson motioned, seconded by Council Member Stewart to approve the meeting agenda as presented. There being no discussion, the motion passed unanimously and the agenda was approved.

PUBLIC COMMENT: No Public Comment

CONSENT AGENDA: Council Member Figueroa motioned, seconded by Council Member Richardson to approve the Consent Agenda, which included- ***ACTION ITEM***--Consideration to Approve and Authorize the Letter of Engagement for Maudlin & Jenkins to Perform 2011 Audit for the City of Johns Creek. There being no discussion, the motion passed unanimously and the Consent Agenda was approved.

ANNOUNCEMENTS: City Clerk Jones announced the following upcoming meetings:

- *Friday, 11/11— City Hall Offices Closed in observance of Veterans' Day*

- *Tuesday, 11/15 @9:00am—CVB Meeting and @7:00pm—BZA Meeting*
- *Thursday and Friday, 11/24 and 11/25—City Hall Offices Closed for Thanksgiving Holiday*
- *Monday, 11/28 @5:00pm—Work Session; @6:30pm—Tree & Driedel Lighting followed by the 7:00pm— City Council Meeting*

REPORTS & PRESENTATIONS: Communications Manager Grant Hickey introduced Teresa Lee, Director of Southern Region of the National Association of Government Websites who presented the Mayor and Council with the Pinnacle Award for Website Design for 2011. Mayor Bodker and the City Council accepted the award on behalf of the City and congratulated Webmaster Sue Pearlman for her great work. Mayor Bodker thanked Ms. Lee and Mr. Bill Gillespie, Mayor of Prattville (Alabama) for their presentation and attendance.

OLD BUSINESS:

REZONING CASE SUP-11-002 & VS 11-002 GOOD NEWS ATLANTA CHURCH:

Planning and Zoning Administrator Justin Kirouac presented on Ordinance 2011-10-23 to amend the Zoning Map SUP-11-002 and VS-11-002-1 –GOOD NEWS ATLANTA CHURCH – 10800 Block of Bell Road and 11000 Block of Rogers Circle – AG-1 (Existing Zoning) – to Allow a Church expansion with a concurrent variance to reduce the 100 foot setback from adjoining AG-1 District used for Single Family to 37 foot. He informed Council a public hearing was previously held November 7, 2011 on this item, no additional public hearing is required. He noted Council had tabled the item because of concerns the site plan does not adequately reflect the planned construction and use of the site. The applicant has submitted a revised site plan for Council’s review.

Council Member Miller asked Mr. Kirouac if the current site plan is consistent with the zoning. Mr. Kirouac responded the plans reflected a slight encroachment on the 100 ft. required set back, additional parking lot encroachment is reflected in the front yard parking area and although the Planning Commission and staff recommended no outdoor recreation; the site plan shows a swimming pool. Council discussed the site plans and asked the applicant representative Mr. Justin Park questions to clarify the structures, encroachments and the swimming pool on the site plan.

Mr. Park outlined the planned use for the site, explaining there is a desire to have outdoor recreation as part of the master plan for the church. He noted he did not realize the swimming pool would be an issue and explained that the city staff had suggested he submit a plan for future development of the site. The church leaders proceeded to create a plan which incorporated their desired uses for the area. Council discussed the discrepancies on the site plan, expressing concerns the plan did not accurately reflect the uses for the site and did not provide a clear idea of post construction and what it would look like.

Council Member Miller motioned, seconded by Council Member Johnson to deny Ordinance 2011-10-23 based on the following finding of facts; 1) although the site is suitable for church use, building C on the site plan reflects encroachment on the required 100 ft. setback; 2) the parking lot encroaches into the front yard setback and 3) a swimming pool is reflected on the site plan although outdoor recreation is not recommended for church use,. There being no further discussion, the motion passed unanimously. (*ORDINANCE 2011-10-23*)

NEW BUSINESS:

RZ-11-007 AND VC 11-007-01–6300 BLOCK OF HOSPITAL PARKWAY: Information on Ordinance 2011-11-25 for Zoning Case RZ-11-007 and VC 11-007-01– 6300 Block of Hospital Parkway– O-I Conditional to A-L Conditional – Allow a 124 unit retirement community with a

concurrent variance to reduce the parking from 155 to 79 spaces was given by Planning and Zoning Administrator Justin Kirouac. He presented the applicant's information and reported the Planning Commission held their public hearing, both Staff and Planning Commission recommended approval with conditions. However the applicant has asked for a deferral until the December 12, 2011 Council Meeting to work out issues with Tech Park.

Council Member Richardson motioned, seconded by Council Member Figueroa to defer Ordinance 2011-11-25 for RZ Case 11-007 until the December 12th Council Meeting. There being no discussion, the motion passed unanimously. No Public Hearing was held.

OTHER BUSINESS: City Manager Kachmar reported to Council an application was submitted to the Department of Justice for \$12,144 (half the costs of 32 bullet proof vests). In addition, \$72,000 CDBG funds have equally been awarded to Spruill Oaks and Robert E Fulton Library for the purchase of ADA equipment.

PUBLIC COMMENT: Mike Chancey addressed Council and voiced grievances on actions taken by Council on a recent zoning case. In addition, he stated his objection to actions taken by staff to retrieve originals documents provided to him by Council Member Richardson. He asked for an apology.

MAYOR'S COMMENT: The Mayor thanked everyone for attending and again congratulated Sue Pearlman and the Communications team on winning the Pinnacle Award. He reminded everyone to vote tomorrow and thanked all the Webelos from Den 9 for their attendance and participation tonight.

EXECUTIVE SESSION: No Executive Session

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

Approved by:

Attested by:

Michael E. Bodker, Mayor

Joan C. Jones, City Clerk

**PRIVILEGED RESOLUTION
EAGLE SCOUT
NIKHIL VALLABHANENI TROOP 3143**

The City of Johns Creek recognizes Nikhil Vallabhaneni of Troop 3143 on obtaining the rank of Eagle Scout. Whereas Eagle Scout Vallabhaneni completed his community service project by redesigning and landscaping the wildlife habitat at Spruill Oaks Library; and Whereas Eagle Scout Vallabhaneni's project included the addition of two bird feeders, the updating and reorganizing of the garden layout, replacing plant identification signs and general maintenance thereby enhancing the environment where many children, adults and visitors alike can relax and enjoy the nature and wildlife that surrounds them. For his many hours of dedication and commitment to this project and the scouting program, the Mayor and Council of the City of Johns Creek hereby recognize and applaud Eagle Scout Nikhil Vallabhaneni and wish him well in all his future endeavors.

Council Member Kelly Stewart
City Council Meeting 11-28-11

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ALPHARETTA
DEPARTMENT OF PUBLIC SAFETY
AND
THE CITY OF JOHNS CREEK, BY AND THROUGH THE JOHNS
CREEK FIRE DEPARTMENT**

1. **PARTIES.** The parties to this agreement are the City of Alpharetta Department of Public Safety (ADPS) and the City of Johns Creek, by and through the Johns Creek Fire Department (JCFD).
2. **PURPOSE.** The purpose of this agreement is to set forth terms by which both parties involved will provide mutual aid to one another in order to render emergency assistance on incidents resulting from a hazardous materials release or a chemical, biological, radiological, nuclear or explosive (CEBRNE) incident.

The primary objectives of this agreement are to create a regional hazmat response team to prevent and avoid duplication of services and to minimize depletion of personnel during such taxing events as described above.

Specific delineations of roles, responsibilities, resources and commitments concerning particular matters will be addressed in annexes to this MOU.

3. **COMMUNICATIONS**
 - a. The parties place high value on regular, timely and full communications between themselves, and commit themselves to ensuring strong communication links through their actions.
 - b. Each party will designate a single point of contact known as the Hazmat Coordinator to coordinate all activities between the parties involved. The Hazmat Coordinators will report to the overall point of contact known as the Regional Hazmat Strike Team Commander.
 - c. Communication between the two parties at the highest level (ADPS Deputy Director, ADPS Chief of Special Operations, JCFD Fire Chief or JCFD Deputy Fire Chief) will take place if judged necessary by the team commander or any personnel listed above.
4. **PRINCIPLES AND GENERAL AREAS OF COOPERATION**
 - a. **Principles.** The parties agree to the following principles:
 - (1) ADPS has the primary responsibility for the coordination of the regional hazmat team and the housing and maintenance of the primary hazmat unit and equipment.
 - (2) ADPS has the primary responsibility for the coordination of training of hazmat personnel, recording of training and insuring OSHA and NFPA training and response compliance of regional hazmat team members. The cost of training incidentals such as course materials and rehab

refreshments will be shared by the parties based on the individual jurisdictions attendance numbers.

- (3) Upon request by either party involved, the requested party, as available, will respond to locations within the requesting department's jurisdiction with a minimum of one apparatus staffed with a minimum of three responders trained to the level of Hazmat Technician or higher as described by OSHA 29 CFR 1910.120 and NFPA 472.
 - (4) The requesting party, whose jurisdiction the incident has taken place in, shall be responsible for the replacement of or monetary reimbursement for any and all equipment or clothing used in the emergency response phase of the operation. Each party agrees to attempt to decontaminate and reuse any equipment if it is determined to be both practical and safe to do so.
 - (5) The parties agree to adopt existing ADPS Standard Operating Guidelines (SOG's) and policies relating to hazardous material or CBRNE response (see attached). The parties agree to cooperate and collaborate in the modification of existing SOG's and policies or in the creation new SOG's and policies as the need arises.
 - (6) Throughout the grant development, justification and execution process the parties involved agree to communicate and request grant funded items on an individual jurisdiction basis that best fit the needs of the hazmat team and the community at large.
 - (7) The parties agree to cooperate in regards to the collection, retention and sharing of Tier II reporting for all locations within the parties jurisdiction that are required to submit Tier II reports. The reports will be collected by ADPS and maintained using CAMEO software, having the information available on scene via laptop computer.
- b. **Cooperation.** As the need arises, ADPS and JCFD will continue to review their respective legal authorities, SOG's, policies and capabilities to identify specific areas of common interest in which the parties may benefit from specific designation of roles and responsibilities set forth in this MOU.
- c. **Obligation.** Unless otherwise provided for in annexes hereto, this MOU does not impose specific program, resource or budgetary obligations on either party.

5. OTHER PROVISIONS

- a. **Severability.** Nothing in this MOU or any annex thereto is intended to conflict with current statutes, regulations, orders, directives, SOP's, SOG's or policies of ADPS or JCFD. If a provision of this MOU, or any annex thereto, is inconsistent with such authority, then that provision will be invalid to the extent of such inconsistency, but the remainder of that provision and all other provisions, terms and conditions of this MOU and any annexes thereto will remain in full force and effect.
- b. **Rights and Benefits.** Nothing in this agreement is intended to diminish

or otherwise affect the authority of any party involved to carry out its statutory, regulatory or other official functions, nor is it intended to create any right of benefit, substantive or procedural.

- c. **Amendment and Modification.** This MOU may be amended or revised at any time by written agreement of the appropriate representatives of ADPS and JCFD.
- d. **Period of Agreement/Termination.** This MOU will be effective as of the date of the final signature by both parties and remain in effect until terminated by either party. Unless otherwise specifically provided in the annex hereto, either party may terminate this MOU or any annex hereto upon 30 days written notice.

APPROVED BY:
ALPHARETTA DEPARTMENT OF PUBLIC SAFETY

Keith Sanders
Deputy Director of Public Safety

Date: _____

Craig Schmitz
Chief of Special Operations

Date: _____

CITY OF JOHNS CREEK

John J. Kachmar, Jr.
City Manager

Date: _____

Jeff Hogan
Chief, Johns Creek Fire Department

Date: _____

**AMENDMENT NO. 1 TO THE CONTRACT AGREEMENT
FOR THE PROVISION OF RIGHT OF WAY – MOWING
AND RIGHT OF WAY – STORM DRAIN MAINTENANCE SERVICES**

WHEREAS, the city of Johns Creek, Georgia (“City”) and Optech RWM, LLC (“Vendor”) have entered into a certain contract dated November 29, 2010 for the procurement of Right of Way – Mowing and Right of Way – Storm Drain 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 Optech RWM, LLC for the provision of Right-of-Way Mowing and for Right-of-Way Storm Drain Maintenance services to be duly executed by their authorized officers as of the day and year set forth next to each signature.

Optech RWM, LLC

By: _____

Date: _____

Attest: _____

Date: _____

CITY of JOHNS CREEK

By: _____
Mayor

Date: _____

Attest:
By: _____
City Clerk

Date: _____

City of Johns Creek, GA
2012 Additional Services
R-O-W / Storm Drains

The following are the additional services as requested by the City of Johns Creek. Additional services are being asked for in the departments of **Rights-of-Way** and **Storm Drains**. The additional services or increased level of service are as follows:

Rights-of-Way:

1. Add 100 centerline miles to the already 600 centerline miles of r-o-w grass cutting for an annual total of 700 centerline miles.
2. Additional planting bed services.
3. Updated street sweeping price.

Storm Drains:

1. Cut the nine (9) detention ponds on a monthly schedule.

Emergency or Special Projects Field Crews:

1. One (1) person and a truck.
2. Two (2) people and a truck.
3. Three (3) people and a truck.

2012 Additional Services Pricing

1. We propose to add an additional landscaping crew, trucks, and required tools to accomplish all of the additional services listed above under Rights-of-Way and Storm Drains. The additional cost for this service will be \$7,500 per month beginning in December 2011.
2. Updated street sweeping services to include routine sweeping and storm debris sweeping (sand / salt ice events, etc.). This does not include the disposal fees for debris:
Routine - \$50.00 / curb line mile
Special Events - \$160.00 / hour
3. Emergency Services or Extra Projects
One person and a truck for special projects or emergencies: \$35.00 / hr
Two people and a truck for special projects or emergencies: \$65.00 / hr
Three people and a truck for special projects or emergencies: \$85.00 / hr

Due to the size of the file, the executed Optech RWM, LLC Contract from November 29, 2010 can be accessed at the following link:

[Optech Right-of-Way Mowing & Storm Drain Maintenance Services, 12/1/2010-11/30/2011](#)

**AMENDMENT NO. 1 TO THE
CONTRACT AGREEMENT FOR THE PROVISION OF
FIELD SERVICES – ROAD WORK MAINTENANCE SERVICES**

WHEREAS, the city of Johns Creek, Georgia (“City”) and Blount Construction Company, Inc. (“Vendor”) have entered into a certain contract dated January 28, 2010 for the procurement of Field Services – Road 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 Blount Construction Company, Inc. for the provision of Field Services – Road Work Maintenance Services to be duly executed by their authorized officers as of the day and year set forth next to each signature.

BLOUNT CONSTRUCTION COMPANY, Inc.

By: _____

Date: _____

Attest: _____

Date: _____

CITY of JOHNS CREEK

By: _____

Date: _____

Mayor

Attest:

By: _____

Date: _____

City Clerk



Five Man Crew

Scheduled Work

We propose to provide the City of Johns Creek with an exceptional Five person maintenance crew at the rate listed below:

\$ 912,752.36 / yr (40 concurrent hours per week)

\$ 76,646.03 / month

The above price includes the dump fees for the debris created during normal work orders. Any debris that results from emergency situations above and beyond normal work orders is not included.

Scheduled Equipment

The equipment below will be available for use for the city municipal services and can be supplemented with any equipment that may be needed to complete normal work orders.

- 1 Rubber tire Backhoe
- 1 Ford F250 Crew Cab Truck
- 1 Ford F750 Flat Bed Dump Truck
- 1 Sand Spreader Truck or Spreader Attachment for the Flat Bed Dump
- 2 Quick Cut Asphalt/Concrete Saws
- 1 Asphalt Plate Tamp
- All gloves, earplugs, eye protection, safety boots, hardhats, rain suits, and safety vests with the City of Johns Creek Logo
- All required shovels, picks, lutes, rakes, brooms and ladders as needed
- All Portable safety signs, cones, and barrels to complete the work
- 1 Chainsaw
- 1 Power Blower
- 1 Arrow Board
- 1 Extra pickup truck

All of the equipment used will be maintained to a Clean and Professional standard reflecting Blount Construction and the City of Johns Creek's high standards.

**Compensation Schedule for
Overtime / Emergency Call Out Work**

1.	3 man crew	\$ 378.32 / hr
2.	4 man crew	\$ 478.32 / hr
3.	5 man crew	\$ 578.32 / hr
4.	6 man crew	\$ 678.32 / hr
5.	7 man crew	\$ 778.32 / hr
6.	8 man crew	\$ 878.32 / hr

The rates listed above include any or all of the equipment listed below.
Should any additional equipment be required, it can be provided at the rates shown on the
attached rate sheet.

- 1 Rubbertire Backhoe
 - 1 Ford F250 Crew Cab Truck
 - 1 Ford F750 Flat Bed Dump Truck
 - 1 Sand Spreader Truck or Spreader Attachment for the Flat Bed Dump
 - 2 Quick Cut Asphalt/Concrete Saws
 - 1 Asphalt Plate Tamp
 - All gloves, earplugs, eye protection, safety boots, hardhats, rain suits, and
safety vests with the City of Sandy Springs Logo
 - All required shovels, picks, lutes, rakes, brooms and ladders as needed
 - All Portable safety signs, cones, and barrels to complete the work
 - 1 Chainsaw
 - 1 Power Blower
 - 1 Arrow Board
 - 1 Extra pickup truck
-



1730 Sands Place
 Marietta, GA 30067
 Phone: 770-541-7333
 Fax: 770-541-7340

EQUIPMENT RENTAL RATES INCLUDING OPERATOR

	<u>RENTAL EQUIPMENT</u>	<u>HOURLY RATES</u>
	RUBBER TIRE HOE RAM	\$275.00
	MINI EXCAVATOR	\$93.00
	SKID STEER	\$88.00
310	JOHN DEERE BACKHOE	\$88.00
12G	CATERPILLAR MOTORGRADER	\$126.00
270	KOMATSU BACKHOE OR EQUAL	\$176.00
300	KOMATSU BACKHOE OR EQUAL	\$203.00
315	CATERPILLAR BACKHOE OR EQUAL	\$148.00
953	CATERPILLAR LOADER OR EQUAL	\$137.00
963	CATERPILLAR LOADER OR EQUAL	\$148.00
D-4	CATERPILLAR DOZER OR EQUAL	\$93.00
D-6	CATERPILLAR DOZER OR EQUAL	\$126.00
950	CATERPILLAR RUBBER TIRE LOADER OR EQUAL	\$126.00
	10 TON OFF ROAD TRUCK	\$126.00
	25 TON OFF ROAD TRUCKS	\$192.00
	SHOULDER SPREADER	\$250.00
	BROOM	\$143.00
ROLLERS		
	SHEEPFOOT	\$121.00
	SMOOTH DRUM	\$121.00
WATER TRUCK		
	SINGLE AXLE	\$154.00
	TANDEM AXLE	\$154.00
	ROLL OFF TRUCK	\$126.00
	TANDEM DUMP TRUCK	\$97.00
<u>ASPHALT CREW</u>		\$750.00
	Includes 3 operators, 5 laborers, 1 foreman, 1 spreader, 1 tack truck and 1 roller	
<u>LABOR RATES</u>		
	LABORER	\$33.00
	OPERATOR	\$50.00
	FOREMAN	\$61.00
	SUPERINTENDENT	\$72.00

ADDITIONAL CHARGES

TWO (2) HOURS FOR MOVE IN
 MINIMUM OF EIGHT (8) HOURS USAGE

*** PRICES SUBJECT TO CHANGE***
 *** FUEL SURCHARGES MAY BE IMPLEMENTED ***

Due to the size of the file, the executed Blount Construction Company, Inc. Contract from January 28, 2010 can be accessed at the following link:

[Blount Roadwork Maintenance Services, 12/1/2010-11/30/2011](#)

**AMENDMENT NO. 1 TO THE CONTRACT AGREEMENT
FOR THE PROVISION OF PARK MAINTENANCE SERVICES**

WHEREAS, the city of Johns Creek, Georgia ("City") and Optech RWM, LLC ("Vendor") have entered into a certain contract dated November 29, 2010 for the procurement of Park 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 Optech RWM, LLC for the provision of Park Maintenance Services to be duly executed by their authorized officers as of the day and year set forth next to each signature.

Optech RWM, LLC

By: _____

Date: _____

Attest: _____

Date: _____

CITY of JOHNS CREEK

By: _____
Mayor

Date: _____

Attest:
By: _____
City Clerk

Date: _____

City of Johns Creek, GA
2012 Additional Services
Parks

The following are the additional services as requested by the City of Johns Creek. Additional services are being asked for in the departments of Parks. The additional services or increased level of service are as follows:

Parks:

1. Additional pick up and delivery of the added recycle bins around all four parks.
2. Additional greenway coverage to include daily trash pick up and landscaping on a more frequent schedule.
3. Additional area and facilities in Shakerag Park which include
 - a. Athletic field maintenance to include - cutting (twice/wk growing season, mthly in non-growing season), chemical program, aerating (twice/yr), etc.
 - b. Newly cleared and grassed common area cutting and cleaning.
 - c. Soft trail maintenance and trash pick up.
 - d. Additional bathroom facilities cleaning and maintenance.
 - e. Concession stand maintenance.
 - f. Irrigation maintenance.
 - g. Pond aerator maintenance.
4. More coverage to include beautification projects throughout all parks.

Emergency or Special Projects Field Crews:

1. One (1) person and a truck.
2. Two (2) people and a truck.
3. Three (3) people and a truck.

2012 Additional Services Pricing

1. We propose to add an additional parks maintenance crew, trucks, and required tools to accomplish all of the additional services listed above under Parks. The added parks crew will further enable our staff to provide install services for added “curb appeal” projects throughout the City. The additional cost for this service will be \$7,500 per month beginning in March 2012.
2. Emergency Services or Extra Projects
 - One person and a truck for special projects or emergencies: \$35.00 / hr
 - Two people and a truck for special projects or emergencies: \$65.00 / hr
 - Three people and a truck for special projects or emergencies: \$85.00 / hr

Due to the size of the file, the executed Optech RWM, LLC Contract from November 29, 2010 can be accessed at the following link:

[Optech Park Maintenance Services, 12/1/2010-11/30/2011](#)

**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.

Due to the size of the file, the executed Georgia Management Agency, Inc. D/B/A Roadworx Contract from November 29, 2010 can be accessed at the following link:

[Roadwork Traffic Signals Maintenance Services, 12/1/2010-11/30/2011](#)

AGENDA REPORT

To: Honorable Mayor and City Council Members

From: John Kachmar, City Manager

By: Mike Williams, Department of Community Development Director

Date: October 14, 2011

Agenda: November 7, 2011 – **MOVED TO NOVEMBER 28 COUNCIL MEETING**

AGENDA: An Ordinance to amend the City of Johns Creek City Code to revise Chapter 109 Land Development and Environmental Protection, Article 2 Floodplain Management/Flood Damage Prevention Ordinance to bring the Flood Ordinance into compliance with the National Flood Insurance Program requirements.

Recommendation:

Approve the subject ordinance amendment and direct staff to implement its provisions.

Issue:

The Georgia Department of Natural Resources (DNR) recently conducted a Community Assistance Visit (CAV) to assess the City's floodplain management program. During this assessment, DNR reviewed the City's current flood ordinance and recommended revisions to the date of the latest map changes and the addition of new definitions. As a result of these amendments, the City will be eligible to meet with the Federal Emergency Management Agency (FEMA) in order to participate in the Community Rating System (CRS).

Basis for Recommendation:

This amendment will clarify and facilitate enforcement of floodplain management regulations and satisfy state and federal requirements for local flood ordinances.

Financial Impact:

This amendment will bring the City's flood ordinance into compliance with National Floodplain Insurance Program (NFIP) requirements and allow citizens to qualify for federally-backed flood insurance at lower premium rates. In addition, the City's eventual participation in the CRS Program will provide discounts for flood insurance policy holders.

Background:

The CAV by DNR is a comprehensive assessment of a community's floodplain management program, including the administration and enforcement of its local flood ordinance. DNR serves as a liaison between FEMA and the local communities and has recommended ordinance revisions to clarify dates and include new definitions. The

CRS is a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum NFIP requirements. As a result of participation in the CRS Program, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community actions.

Alternative Approaches:

Adopt as presented or approve the ordinance with revisions.

Concurrent Review:

Community Development

Legal

Attachment(s):

Proposed amendments to City Code Chapter 109, Article 2 Floodplain Management/Flood Damage Prevention Ordinance.

AN ORDINANCE TO AMEND THE CITY OF JOHNS CREEK CITY CODE TO REVISE
CHAPTER 109 LAND DEVELOPMENT AND ENVIRONMENTAL PROTECTION,
ARTICLE 2 FLOODPLAIN MANAGEMENT/FLOOD DAMAGE PREVENTION
ORDINANCE TO BRING THE FLOOD ORDINANCE INTO COMPLIANCE WITH THE
NATIONAL FLOOD INSURANCE PROGRAM REQUIREMENTS

WHEREAS, it is necessary to amend this ordinance for compliance with the National Flood Insurance Program requirements; and

WHEREAS, it is necessary to amend this ordinance to allow for City participation in the Community Rating System; and

WHEREAS, adoption of this ordinance amendment will allow for clarification in Interpretation and enforcement of floodplain management regulations.

NOW THEREFORE, the Mayor and Council of the City of Johns Creek ordains that Chapter 109, of the Code of the City of Johns Creek, Land Development and Environmental Protection, Article 2 Floodplain Management/Flood Damage Prevention is amended as follows:

ARTICLE II. - FLOODPLAIN MANAGEMENT/FLOOD DAMAGE PREVENTION

Sec. 109-19. - General provisions.

(d) *Basis for area of special flood hazard—flood area maps and studies.* For the purposes of this article, the following are adopted by reference:

- (1) The flood insurance study (FIS) for Fulton County dated June, 18, 2010 with accompanying maps and other supporting data and any revision thereto.

Sec. 109-20. - Definitions.

For the purpose of this article, the following definitions apply.

Accessory Structure means a structure having minimal value and used for parking, storage and other non-habitable uses, such as garages, carports, storage sheds, pole barns, hay sheds and the like.

Critical Facility means any public or private facility, which, if flooded, would create an added dimension to the disaster or would increase the hazard to life and health. Critical facilities include:

- (a) structures or facilities that produce, use, or store highly volatile, flammable, explosive, toxic, or water-reactive materials;

- (b) hospitals and nursing homes, and housing for the elderly, which are likely to contain occupants who may not be sufficiently mobile to avoid the loss of life or injury during flood and storm events;
- (c) emergency operation centers or data storage centers which contain records or services that may become lost or inoperative during flood and storm events; and
- (d) generating plants, and other principal points of utility lines.

Existing construction means any structure for which the start of construction commenced before December 19, 2006.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed.

North American Vertical Datum (NAVD) has replaced the National Geodetic Vertical Datum of 1929 in existing and future FEMA Flood Modernization Maps.

Sec. 109-23. - Provisions for flood damage reduction.

(h) *Standards for Critical Facilities*

- (1) Critical facilities shall not be located in the 100-year floodplain or the 500 year floodplain.
- (2) All ingress and egress from any critical facility must be protected to the 500 year flood elevation.

SO ORDAINED, this 28th day of November, 2011.

Approved:

Michael E. Bodker, Mayor

ATTEST:

Approved as to Form and Content:

Joan C. Jones, City Clerk

William F. Riley, City Attorney



AGENDA REPORT

To: Honorable Mayor and City Council Members
From: John Kachmar, City Manager
By: Joan Jones, City Clerk
Date: November 3, 2011
Agenda: November 7, 2011 WORK SESSION AGENDA ITEM: 2012 Council Meeting Calendar –
MOVED TO 11-28-2011 COUNCIL AGENDA

Recommendation: Approve Ordinance adopting the 2012 Council Meeting Calendar as required by City Charter, Chapter 2, Section 2-42(a).

Issue: An issue to consider is that Fulton County Board of Education has not adopted their calendar for the School Year 2012- 2013. In the past, Council has discussed the possibility of not holding a council meeting the first day of school. **Addendum: THIS CALENDAR HAS BEEN UPDATED TO REFLECT THE FULTON COUNTY BOARD OF EDUCATION 2012-2013 SCHOOL CALENDAR**

Basis for Recommendation: This proposed calendar best fits the various boards and commission calendars as well the council needs. The Planning Commission, Board of Zoning Appeals and the Recreational Parks Advisory Committee will be adopting their calendar once the Council approves their 2012 meeting schedule. The Recreation and Parks Advisory Committee will be adopting a quarterly meeting calendar while the Planning Commission and Board of Zoning Appeals will review their calendar at their next meeting.

Financial Impact: N/A

Background: N/A

Concurrent Review: Justin Kirouac
Kirk Franz

Attachment(s): Ordinance to Adopt the 2012 Meeting Calendar
Exhibit A: 2012 Council Meeting Calendar

**AN ORDINANCE TO ESTABLISH A REGULAR CITY COUNCIL
MEETING SCHEDULE FOR THE CALENDAR YEAR 2012**

WHEREAS, the Mayor and Council of the City of Johns Creek is required under the City Charter to hold regular monthly meetings and shall hold at least one meeting a month; and

WHEREAS, the Mayor and City Council of the City of Johns Creek have determined that in order to be a more effective governing body, they deem it necessary to authorize two scheduled meetings a month, and hereby strive to designate the Second and Fourth Monday of each month;

WHEREAS, the Mayor and City Council of the City of Johns Creek have determined that the Tuesday immediately following a National Holiday that falls upon a Second or Fourth Monday shall instead be the date of the City Council Meeting in such instances; and

WHEREAS, all meetings of the City Council shall be public to the extent required by law and the City Clerk shall give proper notice to the public of special meetings, as required by law; and

WHEREAS, the City Code, Chapter 2, Section 2-42(a) provides the Regular Meetings shall be held pursuant to an annual meeting calendar adopted by the city council by ordinance no later than the month of December.

NOW THEREFORE BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Johns Creek while in regular session on November 28, 2011 that the 2012 Meeting Calendar for the City of Johns Creek, which is attached hereto and incorporated herein by this reference as Exhibit "A" is hereby adopted and approved.

SO ORDAINED, this the 28th day of November, 2011.

Approved:

Michael E. Bodker, Mayor

Attest:

Approved as to Form and Content:

Joan C. Jones, City Clerk

William F. Riley, City Attorney

EXHIBIT "A"

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
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29	30	31				

FEBRUARY						
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MARCH						
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APRIL						
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MAY						
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JUNE						
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JULY						
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AUGUST						
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SEPTEMBER						
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OCTOBER						
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NOVEMBER						
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DECEMBER						
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23	24	25	26	27	28	29
30	31					

2012 MEETING CALENDAR

2012 Council and Work Session Meeting Calendar

- **WORK SESSION ONLY Dates**
A Work Session is scheduled on dates highlighted: they may be canceled by Council if not needed.
- **WORK SESSION AT 5PM followed by COUNCIL MEETING AT 7PM**
- **Observed Holidays**
 - Jan. 2 New Year's Day
 - Jan. 16 Martin Luther King Jr.
 - Feb. 20 Presidents Day
 - May 28 Memorial Day
 - Jul. 4 4th of July
 - Sept. 3 Labor Day
 - Nov. 12 Veteran's Day
 - Nov. 22-23 Thanksgiving
 - Dec. 24-25 Christmas Eve/Day
- **Fulton County 2012-2013 School Calendar**
 - April 2-6 Spring Break
 - May 18 Last Day of School
 - August 13 First Day of School
 - Nov. 21-23 Thanksgiving
 - Dec. 20 -Jan 3 Winter Holiday
- Jewish Holiday 2012 Calendar**
 - April 7-14 Passover
 - September 17 Rosh Hashanah
 - September 26 Yom Kippur
 - December 9 Hanukkah
- **2012 GMA Conference**
June 23-26, 2012- Savannah, GA
- Various Public Meeting Schedule**
RPAC – Meets Quarterly 4:00pm
Feb./May/Aug./Nov.
- **PC-** Meets 1st Tuesday* 7:00pm
*2nd Tuesday for Jan/Apr/Jul
- CVB - Meets 2nd Tuesday 9:00am
BZA – Meets 3rd Tuesday 7:00pm

THIS CALENDAR AMENDED after November 7th Work Session comments.