



CITY COUNCIL WORK SESSION

Ken Wright, Mayor

Denis Shortal,	District 1, Post 1	Robert Wittenstein,	At Large, Post 4
Adrian Bonser,	District 2, Post 2	Danny Ross,	At Large, Post 5
Doug Thompson,	District 3, Post 3	John Heneghan,	At Large, Post 6

AGENDA

February 15, 2011
Immediately Following 7:00 p.m.
Special Called Meeting

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. PUBLIC COMMENT

E. MAYOR AND COUNCIL COMMENT

F. CITY BUSINESS

1. Discussion of Appointment of Internal Auditor. (Chris Pike)
2. Financial Report for the Month Ended December 31, 2010. (Chris Pike)
3. Discussion of Impact Fees. (Mike Tuller)
4. Enhanced 911 Communication Services Update. (Warren Hutmacher)
5. Intergovernmental Agreement with City of Decatur for Energy Efficiency Conservation Block Grant. (Kimberly Greer)
6. Discussion of Special Events Recycling Criteria. (Rebecca Keefer)
7. Approval of Contract for Workflow Management Software. (Michael Smith)
8. On Call Asphalt Patching Contract Approval. (Michael Smith)
9. Discussion of Economic Development Strategy. (Warren Hutmacher)
10. Discussion of Station 12 Intergovernmental Agreement Between DeKalb County and City of Dunwoody. (Warren Hutmacher)

11. FIRST READ: Ordinance to Amend Chapter 6 re Animal Registration Tags. (ORDINANCE 2011-02-XX) (Brian Anderson)
12. FIRST READ: Ordinance to Amend Chapter 10 re Pain Management Clinics. (ORDINANCE 2011-02-XX) (Chief Grogan)
13. Discussion of Dunwoody Village Master Plan (Warren Hutmacher)
14. Discussion of Georgetown / North Shallowford Master Plan (Kimberly Greer)
15. Discussion of Comprehensive Transportation Plan (Michael Smith)
16. Discussion of Parks and Recreation Master Plan (Brent Walker)
17. Discussion of U.S. Department of Justice Preclearance. (Robert Wittenstein)

G. PUBLIC COMMENT

H. EXECUTIVE SESSION

1. For the Purposes of Legal, Real Estate, and Personnel Discussions.

I. ADJOURN

INVOCATION

“At this Council Meeting, help us to make decisions which keep us faithful to our mission and reflect our values. Give us strength to hold to our purpose; wisdom to guide us; and a keen perception to lead us. And above all, keep charitable as we deliberate.”

MEMORANDUM

To: Mayor and City Council

From: Christopher Pike, Finance Director

Date: 2/15/2011

Subject: **Financial Report for the Month Ended December 31, 2010**

ITEM DESCRIPTION

Financial Report for the Month Ended December 31, 2010

BACKGROUND

Following are the financial highlights for fiscal year 2010 through December 31, 2010. The fiscal year is concluding with what appears to be a comfortable surplus over budget. However, it is very important to realize that some budgeted projects and expenditures are still in the works. Though this report shows \$4 million surplus over budget, we have much of that committed to projects in progress including sidewalk improvements, Dunwoody Club paving, demolition at the park, police vehicles, on-going work related to the many master plans we are working on, and the courtroom A/V project just to name a few notable projects. Unlike 2009, I anticipate several high-dollar projects to carry over into 2011. The procurement process is in motion on these projects but we won't finish them in 2010. What that means is the \$4.5 million surplus showing on the statements is a bit misleading. Clearly we will exceed our estimate, but not by as much as it shows now if you consider these projects. I'm working with each department to make sure we identify each project that carries over into 2011. What will ultimately happen is a 2011 amendment will be needed to relocate these projects into next year's budget when we receive invoices for the goods and services.

Other than that, this fiscal year continues to follow or exceed expectations in almost every area with stronger revenues in occupation taxes and HOST collections. Both these figures were revised with the amendment in September. Real Property Taxes billed to date are \$5,511,339.40 with 98% of that collected as of the end of December. With a budget of \$5.6, we will fall short in this category at year's end. Next year's budget was reduced to reflect this lower digest amount. Plus, I'm working with Rich in Community Development who may have identified parcels not properly reported on our digest. Other tax lines look good. In fact, all revenue lines closely reflect the budgeted figures except for Insurance Premium Taxes and Real Property Taxes; with the net variance in the City's favor.

Both hotel taxes and fines have exceeded the budget. You'll note the court fine revenue is back on track with expectations. Taxes collected from our hotel visitors continue to exceed the budget. As expected, we saw a strong summer in this area. Licenses and permits exceed the amended budgeted amount due mainly to the AJC's renovations to their new home in Dunwoody. However, even our \$100,000 revenue revision does not appear to have

been enough to capture. Investment income exceeds the budget as departments deferred 2010 spending until the HOST lawsuit was resolved. Overall, actual revenues recorded in 2010 are \$18.6 million, exceeding the \$18.1 million budgeted.

Regarding expenses, all departments continue to be under their year-to-date budgeted amounts. Some individual lines are showing negative variances, but this is normal. As the year nears its end, I will watch departmental budgets closely. Some amendments within departments will take place to clean up balances. During my review this month, I discovered an error (actually a few related errors) in how the Police overtime is calculated within my department. We worked diligently for more than a day on this issue, but did not identify a resolution. The errors cause the overtime to be more than actually incurred while showing regular salaries too low. The combination of the two is accurate though. Rather than report overtime incorrectly, we combined the two salary lines for this report. What I suspect to see when the problem is fixed is that overtime was close to budget or just slightly over, but not to a point that warrants special attention.

Also, it is likely at least one more ordinance to amend will be needed to clean up some balances that will increase/decrease budgets. For example, expenditures for the Hotel Fund are budgeted at \$1.6 million. We are required by law to spend collected funds that may exceed the \$1.6 million; thus an amendment likely will be needed.

RECOMMENDED ACTION

Discussion Only

FORMAL SOLICITATION REPORT

2/2/2011

Solicitation Name	Release Date	Award Date	User Department	Term/Value	SCOPE/SERVICE and REASON
On The Street					
RFP 10-08 Work Order Management System Reissue	01/07/11	Feb	Public Works	One time, \$90k	The City is anticipating that contractors will propose a work order management solution including software and related implementation services. The System shall possess a uniform method for the creation, tracking and reporting of maintenance work requests and work orders for the city's infrastructure including streets, traffic control devices, parks and stormwater structures.
RFP 11-01 Brook Run Skate Park Concessionaire	01/18/11	Feb	Parks and Rec	3 years/ Revenue	The concessionaire will be responsible for all operational aspects of the concession facility including general upkeep and cleanliness.
Preparing For Release					

In Review					
SERVICE/TYPE	Opened	Award Date	User Department	Term/Value	Comments
RFP 10-12 Acquisition Support Services	1/7/2011	Jan	Finance and Admin	One Time, budgeted \$60k	Awarded to RNR Consulting
ITB 11-30 On Call Asphalt Patching	1/27/2011	Feb	Public Works	One year/ \$90,000	Recommend award to Atlanta Paving and Concrete Construction
RFP 10-11 Internal Audit Services	20-Oct	Feb	Finance and Admin	3 yr; \$16k	Recommendation to Council at the February meetings

City of Dunwoody
Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
<i>Revenues</i>						
Taxes	767,269	864,639	15,667,847	15,667,847	16,065,635	103%
Licenses & Permits	435,083	157,773	905,000	905,000	944,671	104%
Intergovernmental Revenues	-	-	2,000	2,000	17,648	882%
Other Charges for Services	7,030	8,330	318,246	318,246	388,674	122%
Fines & Forfeitures	91,667	52,323	1,100,000	1,100,000	1,150,792	105%
Investment Income	1,416	1,646	7,000	7,000	12,464	178%
Contributions & Donations from Private Sources	474	10	2,560	2,560	6,606	258%
Miscellaneous Revenue	13,334	8,315	56,000	56,000	61,310	109%
Total Revenues	1,316,273	1,093,037	18,058,653	18,058,653	18,647,799	103%
<i>Expenditures</i>						
City Council	9,829	10,857	201,265	201,265	188,012	93%
City Manager	26,243	19,402	238,998	238,998	225,655	94%
City Clerk	13,350	9,162	159,621	159,621	151,300	95%
Legal	20,708	47,846	317,700	317,700	308,961	97%
Finance and Administration	272,957	238,889	3,561,388	3,561,388	3,142,151	88%
Municipal Court	34,103	50,967	256,057	256,057	231,436	90%
Police	381,327	446,406	5,009,235	5,009,235	4,735,973	95%
Public Works	415,121	665,205	3,314,534	3,314,534	3,045,038	92%
Community Development	178,250	308,838	2,277,100	2,277,100	2,093,686	92%
Contingency	20,833	-	250,000	250,000	-	0%
Total Expenditures	1,372,722	1,797,572	15,585,898	15,585,898	14,122,210	91%
Total Revenues over/(under) Expenditures	(56,449)	(704,535)	2,472,755	2,472,755	4,525,589	183%

City of Dunwoody

#F.2.

Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Revenues						
Real Property Tax	-	59,435	5,668,116	5,668,116	5,429,592	96%
Personal Property Tax	-	11,280	390,000	390,000	384,342	99%
Motor Vehicle	20,000	20,357	240,000	240,000	266,667	111%
Intangibles (Reg & Recording)	-	13,938	60,000	60,000	88,225	147%
Franchise Fees	208,750	147,706	1,050,000	1,050,000	1,084,548	103%
Homestead Option Sales Tax	400,000	406,973	2,400,000	2,400,000	2,441,840	102%
Hotel/Motel Tax	80,186	80,951	962,231	962,231	1,074,325	112%
Alcoholic Beverage Excise Tax	50,000	51,634	600,000	600,000	577,158	96%
MVR Excise Tax	8,333	7,839	100,000	100,000	98,377	98%
Business & Occupation Tax	-	29,500	2,500,000	2,500,000	2,444,305	98%
Insurance Premium Tax	-	-	1,600,000	1,600,000	2,064,127	129%
Financial Institutions Tax	-	34,545	80,000	80,000	87,801	110%
Penalties & int on delinq tax	-	35	2,500	2,500	3,247	130%
Pen & Int on delinq taxes-Business	-	446	15,000	15,000	21,080	
Taxes	767,269	864,639	15,667,847	15,667,847	16,065,635	103%
Alcoholic Beverage Licenses	375,000	131,665	375,000	375,000	385,315	103%
Planning & Zoning Fees	1,667	1,640	20,000	20,000	21,945	110%
Bldg Structures & Equipment	58,000	24,468	500,000	500,000	537,411	107%
Soil Erosion	417	-	5,000	5,000	-	0%
Tree Bank	-	-	5,000	5,000	-	0%
Licenses & Permits	435,083	157,773	905,000	905,000	944,671	104%
Federal Grants	-	-	2,000	2,000	2,000	100%
State Grants	-	-	-	-	15,648	
Intergovernmental Revenues	-	-	2,000	2,000	17,648	882%
Election Qualifying Fees	-	-	360	360	360	100%
Special Police Svcs	1,250	1,710	5,000	5,000	10,965	219%
Fingerprinting Fee	780	375	3,120	3,120	6,173	198%
Public Safety-Other	5,000	1,195	20,000	20,000	36,369	182%
Special Assessments	-	134	17,694	17,694	21,538	122%
Streetlight Fees	-	3,707	271,042	271,042	296,090	109%
Recreation Program Fees	-	1,209	-	-	15,019	
Pavilion Rentals	-	-	1,000	1,000	2,100	210%
NSF Fees	-	-	30	30	60	200%
Other Charges for Services	7,030	8,330	318,246	318,246	388,674	122%
Municipal Court Fines & Forfeitures	91,667	52,323	1,100,000	1,100,000	1,143,749	104%
Cash Confiscation	-	-	-	-	7,043	
Fines & Forfeitures	91,667	52,323	1,100,000	1,100,000	1,150,792	105%
Interest Revenue	1,416	1,646	7,000	7,000	12,464	178%
Investment Income	1,416	1,646	7,000	7,000	12,464	178%
Contr & Don From Priv Sources	-	-	-	-	50	
Explorer Donations	474	10	2,560	2,560	6,556	256%
Contributions & Donations from Private Sources	474	10	2,560	2,560	6,606	258%
Rents & Royalties	-	9,310	-	-	12,996	
Reimb for damaged property	6,250	-	25,000	25,000	28,454	114%
Other Charges For Svcs	7,084	(995)	31,000	31,000	19,860	64%
Miscellaneous Revenue	13,334	8,315	56,000	56,000	61,310	109%
Total Revenues	1,316,273	1,093,037	18,056,653	18,056,653	18,647,799	103%

City of Dunwoody
Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
City Council						
Regular Salaries	6,834	7,333	86,000	86,000	85,000	99%
Employee Benefits	402	-	1,606	1,606	-	0%
Group Insurance	-	1,646	11,177	11,177	16,067	144%
Social Security	455	443	5,456	5,456	5,108	94%
Medicare	106	104	1,276	1,276	1,195	94%
Unemployment Insurance	-	25	-	-	1,552	
Personal Services	7,796	9,551	105,515	105,515	108,920	103%
Prof Svcs	125	-	1,500	1,500	1,345	90%
Technical Services	22	-	265	265	262	99%
Property/Liability Insurance	-	-	62,000	62,000	61,432	99%
Communications	44	-	525	525	636	121%
Printing & Binding	-	652	-	-	802	
Travel	-	-	5,750	5,750	3,685	64%
Dues & Fees	92	-	1,100	1,100	90	8%
Education & Training	-	485	5,600	5,600	5,043	90%
Purchased/Contracted Services	283	1,137	76,740	76,740	73,294	96%
Supplies	990	38	11,885	11,885	663	6%
Food	716	131	6,600	6,600	5,065	77%
Books & Periodicals	44	-	525	525	69	13%
Supplies and Materials	1,751	169	19,010	19,010	5,798	30%
Total City Council	9,829	10,857	201,265	201,265	188,012	93%

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
City Manager						
Regular Salaries	17,863	13,344	157,380	157,380	157,380	100%
Group Insurance	736	1,411	18,000	18,000	17,100	95%
Medicare	190	271	2,279	2,279	2,364	104%
Retirement	2,024	2,888	24,289	24,289	24,720	102%
Unemployment Insurance	-	165	-	-	388	
Workers' Compensation	25	-	300	300	300	100%
Personal Services	20,839	18,079	202,248	202,248	202,251	100%
Prof Svcs	4,050	-	18,600	18,600	1,605	9%
Gasoline	-	-	-	-	8	
Technical Services	-	-	-	-	619	
Communications	200	260	2,000	2,000	2,467	123%
Printing & Binding	25	-	100	100	133	133%
Travel	250	-	3,000	3,000	4,585	153%
Dues & Fees	417	-	5,000	5,000	4,439	89%
Education & Training	213	25	2,550	2,550	2,260	89%
Purchased/Contracted Services	5,154	285	31,250	31,250	16,117	52%
Supplies	250	1,038	3,000	3,000	2,641	88%
Food	-	-	2,000	2,000	3,704	185%
Books & Periodicals	-	-	-	-	324	
Small Equipment	-	-	500	500	618	124%
Supplies and Materials	250	1,038	5,500	5,500	7,287	132%
Total City Manager	26,243	19,402	238,998	238,998	225,655	94%

City of Dunwoody

#F.2.

Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
City Clerk						
Regular Salaries	8,975	6,659	77,164	77,164	77,163	100%
Group Insurance	340	664	9,000	9,000	8,289	92%
Medicare	93	134	1,116	1,116	1,173	105%
Retirement	1,038	1,326	12,461	12,461	12,590	101%
Unemployment Insurance	-	77	230	230	300	130%
Workers' Compensation	25	-	300	300	300	100%
Personal Services	10,471	8,860	100,271	100,271	99,815	100%
Prof Svcs	-	-	20,000	20,000	22,907	115%
Technical Svcs	-	-	500	500	113	23%
Communications	83	68	1,000	1,000	842	84%
Advertising	-	-	1,000	1,000	766	77%
Printing & Binding	42	-	500	500	161	32%
Travel	-	-	1,000	1,000	1,044	104%
Dues & Fees	63	-	750	750	187	25%
Education & Training	-	50	1,000	1,000	525	53%
Purchased/Contracted Services	188	118	25,750	25,750	26,545	103%
Supplies	-	184	2,500	2,500	1,253	50%
Food	150	-	600	600	601	100%
Books & Periodicals	42	-	500	500	352	70%
Small Equipment	-	-	-	-	532	
Supplies and Materials	192	184	3,600	3,600	2,738	76%
Machinery & Equipment	2,500	-	30,000	30,000	22,202	74%
Capital Outlays	2,500	-	30,000	30,000	22,202	74%
Total City Clerk	13,350	9,162	159,621	159,621	151,300	95%

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Legal						
Regular Salaries	-	9,606	-	-	113,871	
Group Insurance	-	799	12,000	12,000	7,484	62%
Medicare	-	191	-	-	1,688	
Retirement	-	18,948	-	-	18,948	
Unemployment Insurance	-	113	-	-	285	
Personal Services	-	29,658	12,000	12,000	142,275	1186%
Prof Svcs	4,583	4,583	55,000	55,000	42,852	78%
Prof Svcs-Legal	15,500	13,095	186,000	186,000	96,839	52%
Prof Svcs-Litigation	-	-	50,000	50,000	18,527	37%
Technical Services	625	510	7,500	7,500	6,041	81%
Communications	-	-	100	100	12	12%
Printing & Binding	-	-	500	500	505	101%
Travel	-	-	-	-	511	
Dues & Fees	-	-	6,000	6,000	286	5%
Education & Training	-	-	500	500	605	121%
Purchased/Contracted Services	20,708	18,188	305,600	305,600	166,178	54%
Supplies	-	-	100	100	474	474%
Food	-	-	-	-	33	
Supplies and Materials	-	-	100	100.00	507	507%
Total Legal	20,708	47,846	317,700	317,700	308,961	97%

City of Dunwoody
Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Finance and Administration						
Regular Salaries	9,499	9,875	113,990	113,990	114,375	100%
Group Insurance	368	1,011	13,300	13,300	12,819	96%
Medicare	138	189	1,650	1,650	1,685	102%
Retirement	1,536	2,136	18,426	18,426	17,770	96%
Unemployment Insurance	-	113	408	408	520	127%
Workers' Compensation	25	-	300	300	300	100%
Other Employment Benefits	2,917	2,506	35,000	35,000	10,171	29%
Personal Services	14,482	15,830	183,074	183,074	157,640	86%
Official/Admin Svcs-CGA	160,417	155,265	1,925,000	1,925,000	1,890,937	98%
Professional Services	18,300	3,355	240,200	240,200	187,405	78%
Technical Svcs	3,417	265	198,192	198,192	38,063	19%
Repairs & Maintenance	994	7,388	120,688	120,688	74,062	61%
Rentals	39,830	37,504	447,500	447,500	438,223	98%
Insurance	-	-	73,000	73,000	71,432	98%
Communications	1,035	4,225	55,768	55,768	41,992	75%
Advertising	7,004	3,340	38,650	38,650	19,429	50%
Printing & Binding	1,474	-	18,000	18,000	14,329	80%
Travel	292	13	5,000	5,000	4,217	84%
Dues & Fees	175	100	20,000	20,000	18,332	92%
Education & Training	2,507	-	30,080	30,080	14,158	47%
Other Charges	2,166	2,681	14,000	14,000	13,584	97%
Purchased/Contracted Services	244,735	214,136	3,211,078	3,211,078	2,826,394	88%
Supplies	1,033	1,142	24,200	24,200	21,079	87%
Electricity	2,000	2,863	17,000	17,000	14,817	87%
Food	1,666	26	7,000	7,000	6,823	97%
Books & Periodicals	38	-	2,000	2,000	629	31%
Small Equipment	1,375	4,892	16,500	16,500	19,942	121%
Supplies and Materials	6,112	8,923	66,700	66,700	63,289	95%
Machinery & Equipment	2,092	-	25,100	25,100	20,300	81%
Capital Outlays	2,092	-	25,100	25,100	20,300	81%
Interest on TAN	-	-	1,000	1,000	446	45%
Issuance Costs	-	-	8,000	8,000	7,646	96%
Debt Service	-	-	9,000	9,000	8,092	90%
Operating Transfers Out	5,536	-	66,436	66,436	66,436	100%
Other Financing Uses	5,536	-	66,436	66,436	66,436	100%
Total Finance and Administration	272,957	238,889	3,561,388	3,561,388	3,142,151	88%

City of Dunwoody

#F.2.

Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Municipal Court						
Regular Salaries	1,003	7,122	48,000	48,000	73,966	154%
Group Insurance	-	659	6,271	6,271	5,189	83%
Medicare	-	142	696	696	1,082	155%
Retirement	-	6,567	7,776	7,776	10,539	136%
Unemployment Insurance	-	85	814	814	764	94%
Workers' Compensation	25	-	300	300	300	100%
Personal Services	1,028	14,575	63,857	63,857	91,840	144%
Prof Svcs	-	3,600	50,000	50,000	31,403	63%
Prof Svcs-Court Solicitor	5,000	5,080	60,000	60,000	43,925	73%
Prof Svcs-Public Defender	833	1,123	10,000	10,000	6,758	68%
Technical Svcs	3,416	2,777	21,000	21,000	18,282	87%
Repairs & Maintenance	-	487	-	-	1,337	
Rentals	-	242	4,000	4,000	3,740	93%
Communications	-	237	2,000	2,000	1,547	77%
Printing & Binding	-	-	2,000	2,000	134	7%
Travel	292	-	3,500	3,500	1,477	42%
Dues & Fees	83	-	1,000	1,000	457	46%
Education & Training	292	-	3,500	3,500	450	13%
Purchased/Contracted Services	9,916	13,546	157,000	157,000	109,509	70%
Supplies	-	145	7,000	7,000	5,203	74%
Books & Periodicals	-	-	-	-	10	
Small Equipment	458	-	5,500	5,500	2,174	40%
Supplies and Materials	458	145	12,500	12,500	7,387	59%
Xfers to Capital Projects	22,700	22,700	22,700	22,700	22,700	100%
Capital Outlays	22,700	22,700	22,700	22,700	22,700	100%
Total Municipal Court	34,103	50,967	256,057	256,057	231,436	90%

City of Dunwoody
Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Police						
Salaries	247,628	276,803	2,860,442	2,860,442	2,755,719	96%
Group Insurance	-	34,852	380,000	380,000	374,864	99%
Medicare	3,948	4,822	41,507	41,507	41,201	99%
Retirement	35,401	49,781	408,425	408,425	401,628	98%
Tuition Reimbursement	-	-	5,000	5,000	5,000	100%
Unemployment Insurance	-	1,786	-	-	28,433	
Workers' Compensation	-	6,166	60,000	60,000	59,206	99%
Employee Benefits	39,348	97,407	894,932	894,932	910,332	102%
Personal Services	286,976	374,210	3,755,374	3,755,374	3,666,051	98%
Prof Svcs	1,084	1,123	43,000	43,000	7,403	17%
Technical Svcs	4,486	1,428	30,000	30,000	28,350	94%
Repairs & Maintenance	12,333	6,168	148,000	148,000	122,753	83%
Rentals	-	1,906	15,000	15,000	12,222	81%
Insurance	-	-	125,000	125,000	117,911	94%
Claims	-	-	-	-	1,000	
Communications	4,094	2,199	49,124	49,124	47,929	98%
Advertising	-	300	1,000	1,000	857	86%
Printing & Binding	-	-	5,000	5,000	1,553	31%
Travel	5,708	1,749	28,500	28,500	23,022	81%
Dues & Fees	625	355	7,500	7,500	4,435	59%
Education & Training	-	1,410	38,000	38,000	31,316	82%
Other Purchased Svcs-Other	-	350	-	-	3,124	
Purchased/Contracted Services	28,331	16,989	490,124	490,124	401,874	82%
Supplies	2,591	10,884	90,000	90,000	92,305	103%
Supplies-Explorer Program	417	-	5,000	5,000	7,407	148%
Gasoline	7,083	25,212	165,000	165,000	166,755	101%
Food	333	122	4,000	4,000	4,268	107%
Books & Periodicals	-	-	3,000	3,000	938	31%
Cash Over & Short	-	-	-	-	23	
Small Equipment	26,972	9,694	141,296	141,296	78,293	55%
Supplies and Materials	37,396	45,912	408,296	408,296	349,989	86%
Machinery & Equipment	13,863	9,295	166,353	166,353	128,973	78%
Capital Outlays	13,863	9,295	166,353	166,353	128,973	78%
Operating Transfers Out	15,757	-	189,088	189,088	189,088	100%
Other Financing Uses	15,757	-	189,088	189,088	189,088	100%
Total Police	382,323	446,406	5,009,235	5,009,235	4,735,973	95%

City of Dunwoody

#F.2.

Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Public Works						
Professional Services	-	49,450	85,000	85,000	48,748	57%
Prof Svcs-Lowe	54,295	54,295	651,534	651,534	651,534	100%
Prof Svcs-Legal	-	-	-	-	6,384	
Tree Fund Expenses	-	300	-	-	31,270	
Technical Services	6,250	-	75,000	75,000	160	0%
R&M-Signs	-	-	-	-	63	
R&M-Storm Damage Removal	2,083	13,024	25,000	25,000	15,664	63%
R&M - Street Maintenance	53,750	58,833	425,000	425,000	351,352	83%
R&M - Traffic Signals	16,667	67,343	200,000	200,000	190,352	95%
R&M - Right of Way Maint	7,500	325	70,000	70,000	68,812	98%
Rentals	625	-	7,500	7,500	4,860	65%
Claims	-	-	10,000	10,000	5,556	56%
Communications	42	14	500	500	222	44%
Advertising	83	-	1,000	1,000	951	95%
Printing & Binding	125	-	1,500	1,500	1,365	91%
Travel	-	-	-	-	25	
Education & Training	-	-	-	-	510	
Purchased/Contracted Services	141,420	249,732	1,552,034	1,552,034	1,383,979	89%
Supplies-Office	-	6	4,000	4,000	856	21%
Supplies-Road Materials	14,584	4,792	75,000	75,000	56,872	76%
Electricity	47,327	66,517	410,000	410,000	402,812	98%
Books & Periodicals	42	-	500	500	-	0%
Small Equipment	-	-	-	-	1,073	
Supplies and Materials	61,952	71,316	489,500	489,500	461,612	94%
Operating Transfers Out-Capital Projects	108,750	(171,667)	435,000	435,000	435,000	100%
Other Financing Uses	108,750	(171,667)	435,000	435,000	435,000	100%
Total Public Works	312,121	149,381	2,476,534	2,476,534	2,280,591	92%

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Parks and Recreation						
Professional Services	27,500	53,344	110,000	110,000	95,306	87%
Professional Services-Lowe	13,000	12,000	78,000	78,000	78,000	100%
R&M-Parks	62,500	49,662	250,000	250,000	158,454	63%
Purchased/Contracted Services	103,000	115,006	438,000	438,000	331,760	76%
Supplies	-	818	-	-	23,301	
Utilities	-	-	-	-	7,688	
Food	-	-	-	-	394	
Small Equipment	-	-	-	-	1,304	
Supplies and Materials	-	818	-	-	32,687	
Operating Transfers Out-Capital Projects	-	400,000	400,000	400,000	400,000	100%
Other Financing Uses	-	400,000	400,000	400,000	400,000	100%
Total Parks and Recreation	103,000	515,824	838,000	838,000	764,447	91%

City of Dunwoody
Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Community Development						
Prof Svcs	-	117,964	347,000	347,000	307,561	89%
Prof Svcs-Clark Patterson Lee	162,084	186,087	1,735,000	1,735,000	1,697,004	98%
Rentals	-	-	4,500	4,500	2,113	47%
Insurance Claims	5,000	-	20,000	20,000	12,485	62%
Communications	-	262	3,500	3,500	1,820	52%
Advertising	2,750	519	15,000	15,000	13,334	89%
Printing & Binding	-	1,245	5,000	5,000	2,758	55%
Travel	-	444	500	500	465	93%
Dues & Fees	-	600	1,000	1,000	1,282	128%
Education & Training	-	50	1,500	1,500	1,275	85%
Other Purchased Svcs-Other	-	-	100	100	27	27%
Purchased/Contracted Services	169,834	307,171	2,133,100	2,133,100	2,040,124	96%
Supplies	8,417	1,221	101,000	101,000	10,453	10%
Food	-	134	1,000	1,000	677	68%
Books & Periodicals	-	310	500	500	544	109%
Supplies and Materials	8,417	1,666	104,000	104,000	13,744	13%
Machinery & Equipment	-	-	40,000	40,000	39,818	100%
Capital Outlays	-	-	40,000	40,000	39,818	100%
Total Community Development	178,250	308,838	2,277,100	2,277,100	2,093,686	92%
Contingency						
Contingency	20,833	-	250,000	250,000	-	0%
Total Contingency	20,833	-	250,000	250,000	-	0%
Total General Fund Expenditures	1,372,722	1,797,572	15,585,898	15,585,898	14,122,210	91%
Total Revenues over/(under) Expenditures	(56,449)	(704,535)	2,470,755	2,470,755	4,525,589	183%

City of Dunwoody

#F.2.

Monthly Financial Statement of Revenues and Expenses
December 31, 2010

Fund 275 Hotel/Motel Fund

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Revenues						
Hotel/Motel Tax	133,477	134,919	1,601,719	1,601,719	1,788,624	112%
Interest Revenue	-	27	-	-	234	
Total Revenues	133,477	134,946	1,601,719	1,601,719	1,788,859	112%
Expenditures						
Operating Transfers Out	80,086	80,979	961,031	961,031	1,074,385	112%
Transfers to Component Unit	53,391	53,967	640,688	640,688	715,449	112%
Total Expenditures	133,477	134,945	1,601,719	1,601,719	1,789,834	112%
Total Revenues over/(under) Expenditures	-	1	-	-	(975)	

Fund 280 Motor Vehicle Rental Excise Tax Fund

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Revenues						
MV Rental Excise Tax	3,333	7,839	40,000	40,000	98,377	246%
Total Revenues	3,333	7,839	40,000	40,000	98,377	246%
Expenditures						
Oper Xfer Out-100	3,333	7,839	40,000	40,000	98,377	246%
Total Expenditures	3,333	7,839	40,000	40,000	98,377	246%
Total Revenues over/(under) Expenditures	-	-	-	-	-	

City of Dunwoody
Monthly Financial Statement of Revenues and Expenses
December 31, 2010

	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
Fund 350 Capital Fund						
Revenues						
MARTA Capital Funds	66,667	-	800,000	800,000	-	0%
GDOT LARP	41,333	-	496,000	496,000	-	0%
Interest Revenue	-	83	-	-	3,417	
Operating Transfer In 100	227,500	251,033	910,000	910,000	857,700	94%
Total Revenues	335,500	251,116	2,206,000	2,206,000	861,117	39%
Expenditures						
Professional Services	-	-	-	-	21,750	
Technical Services	-	-	-	-	2,500	
Purchased/Contracted Services	-	-	-	-	24,250	
Supplies	-	-	-	-	23,335	
Small Equipment	-	-	-	-	12,033	
Supplies and Materials	-	-	-	-	35,368	
Infrastructure	183,833	67,917	2,206,000	2,206,000	735,089	33%
Machinery & Equipment	-	-	-	-	167,820	
Capital Outlay	183,833	67,917	2,206,000	2,206,000	902,909	41%
Total Expenditures	183,833	67,917	2,206,000	2,206,000	962,528	44%
Total Revenues over/(under) Expenditures	151,667	183,199	-	0	(101,411)	
Fund 405 Debt Service Fund						
Revenues						
Interest Revenue	-	6	-	-	6	
Operating Transfers In-100	66,654	-	255,524	255,524	255,524	100%
Residual Equity Transfer In	-	-	530,179	530,179	530,179	100%
Total Revenues	66,654	6	785,703	785,703	785,709	100%
Expenditures						
Lease Principal	45,736	(2,713)	681,260	681,260	662,073	97%
Lease Interest	9,825	2,713	104,443	104,443	102,103	98%
Total Expenditures	55,561	-	785,703	785,703	764,176	97%
Total Revenues over/(under) Expenditures	11,093	6	-	-	21,533	

City of Dunwoody

#F.2.

Monthly Financial Statement of Revenues and Expenses
December 31, 2010

Fund 560 Stormwater Fund Revenues	Current Budget	Current Actual	Total Annual Budget	YTD Budget	YTD Actual	% of YTD Budget
State Grants-Stormwater	-	-	-	-	178,449	
Stormwater Utility Charges	-	14,493	1,199,941	1,199,941	1,230,662	103%
Interest Revenue	-	296	-	-	2,493	
Residual Equity Transfer In	-	-	50,000	50,000	50,000	100%
Total Revenues	-	14,790	1,249,941	1,249,941	1,461,604	117%
Prof Svcs	18,450	8,388	221,400	221,400	115,597	52%
Prof Svcs-Stormwater	19,550	21,840	234,600	234,600	237,705	101%
Repairs & Maintenance	33,592	89,449	403,100	403,100	500,631	124%
Rep & Maint-Riprap Program	2,083	903	25,000	25,000	14,412	58%
Printing & Binding	83	-	1,000	1,000	368	37%
Dues & Fees	42	-	500	500	365	73%
Licenses	4,167	-	50,000	50,000	-	0%
Purchased/Contracted Services	77,967	120,579	935,600	935,600	869,079	93%
Supplies	1,375	176	16,500	16,500	17,263	105%
Books & Periodicals	42	-	500	500	-	0%
Small Equipment	417	-	5,000	5,000	-	0%
Supplies and Materials	1,833	176	22,000	22,000	17,263	78%
Machinery & Equipment	167	-	2,000	2,000	-	0%
Capital Outlay	167	-	2,000	2,000	-	0%
Contingency	14,195	-	170,341	170,341	-	0%
Capital Contingency	10,000	-	120,000	120,000	-	0%
Contingency	24,195	-	290,341	290,341	-	0%
Total Expenditures	104,162	120,756	1,249,941	1,249,941	886,342	71%
Total Revenues over/(under) Expenditures	(104,162)	(105,966)	-	-	575,263	



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MEMORANDUM

To: City of Dunwoody Mayor and City Council
From: Michael Tuller, AICP, Community Development Director
Date: February 15, 2011
Subject: **Impact Fee Assessment Report**

BACKGROUND

The City of Dunwoody, like many emerging metropolitan communities has taken proactive steps in addressing funding alternatives for the future. One potential revenue source being conceptualized is to enact an impact fee program where a one-time "fair share" dollar amount is assessed for new development by the city as a condition of permitting the project in our municipality. The monies generated by the new use being developed would go to an impact fee program dedicated to funding infrastructure system improvements over an extended period of time.

Ross & Associates have created an Impact Fee Assessment Report specific for the City of Dunwoody, which outlines the Development Impact Fee Act in Georgia and how Level of Service measurements could be created for our city, which contemplate new populations moving into the community and changes within our commercial real estate landscape.

ANALYSIS

The State of Georgia allows impact fees to be collected for a number of system improvements typically programmed by local governments; where the proposed improvements can contemplate roads, public safety, parks/recreation, water supply, stormwater, wastewater, and libraries as possible areas for future funding allocations. Impact fees have been in existence in Georgia for approximately 20 years, where they have served as an innovative financing mechanism for implementing capital improvement projects. Locally, the cities of Sandy Springs, Roswell, and Alpharetta have implemented successful impact fee programs.

In the past 3 years, there have been increasing conversations in local governments throughout the state whether or not impact fees are a reasonable option for jurisdictions to entertain in relation to the national economic slowdown and local-level market competitiveness. Members of the business community have publically voiced their concern that the impact fees assessed for new development act as a deterrent for new business attraction. Conversely, staff research shows the cost of impact fee assessments to both residential and commercial developers is typically only 1% or 2% of the total cost to develop a tract of land; where it has been stated by professionals in the industry that

Ken Wright Mayor

Denis Shortal City Council Post 1

Adrian Bonser City Council Post 2

Doug R. Thompson City Council Post 3

Robert Wittenstein City Council Post 4

Danny Ross City Council Post 5

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impact fees truly do not discourage residential or commercial entities from locating in one community over another.

RECOMMENDATION

Staff recommends Mayor and City Council continue to evaluate the feasibility of Impact Fees as a potential revenue source in funding infrastructure system improvements for new development within the City of Dunwoody.

Impact Fee Assessment Report



Dunwoody
* Smart people - Smart city

Impact Fee Program

DRAFT REPORT December 3, 2010

ROSS+associates
urban planning & plan implementation

Impact Fee Assessment Report

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■ Executive Summary

This report presents an assessment of six public facility categories—fire protection/EMS, police protection, parks & recreation, libraries, roads, and stormwater facilities—as to whether they should be included for further and more detailed study in a City of Dunwoody impact fee program.

There are certain restrictions on what can and cannot be included in an impact fee program. In evaluating the public facility categories presented here an assessment has been made as to whether the category should or could be included in an impact fee program for the City of Dunwoody, whether sufficient information is available for impact fee calculations, what population is served by the facility, and what future projects could be impact fee eligible.

It is recommended that the City further explore in more detail five categories in an impact fee study: fire protection/EMS, police protection, parks & recreation, libraries, and roads. It is further recommended that the City consider adopting an economic development exemption as part of an impact fee program in order to be able to provide relief from impact fees for certain desired development.

In some cases the City’s participation through impact fee funding may only be financial, such as with libraries, and in other cases the City’s participation would include ownership of the facilities themselves, such as the current case of police protection. It is recommended that impact fees be studied for fire protection/EMS, police protection, parks & recreation, libraries, and roads, with the understanding that impact fees may represent the City’s funding commitment to other governmental entities, rather than direct construction or purchasing costs.

Many policy issues are involved in the creation of an impact fee program; not the least of these are questions concerning level of service (LOS) standards and service areas. Recommendations have been made here concerning LOS standards and service areas as a point of beginning for further study of each category. However, the ultimate decision on any policy question rests with the City Council. This document is intended as a guide through the policy issues surrounding impact fee calculation and implementation, with greater detail provided throughout this report.

It is recommended that the City move forward with an impact fee study that includes:

- *fire protection/EMS*
- *police protection*
- *parks*
- *libraries, and*
- *roads.*

Summary of Recommendations

Public Facility Category	Include in Impact Fee Study?	Recommended Level of Service	Comments
Fire Protection/EMS	Yes	Current (square footage and some vehicles) if City system; enhanced LOS for the city if County system	Fee collection can be used for financial participation in county system enhancements
Police	Yes	Current (square footage and some equipment)	Fee collection can be used to fund some 911 equipment in addition to facility space
Parks & Recreation	Yes	3.6 acres per 1,000 population; current level for park facilities	Based on the level of service, a current deficiency exists in park land*
Library	Yes	Enhanced LOS (square footage and collection materials) for the city if the library remains in the County system	Fee collection can be used for financial participation in county system enhancements
Roads	Yes	'D' (road projects that add capacity)	
Stormwater	No	n/a	User fees may be adequate at present



*For more information on service deficiencies see the *Level of Service Considerations* section of this report.

Implications

For fire/EMS and libraries (if the City takes over the three County fire stations and/or the County Library and establishes its own systems), and for the City police, an extension of the ‘current level of service’ is recommended. Using this approach means that future development will be served at the same LOS as existing development is served now, that there is neither an existing deficiency nor excess capacity in the existing systems, and that future capital improvements will be needed only to serve new growth.

These future capital improvements may be owned and funded by the City, or in the case of fire protection and libraries may be owned by the County with City impact fees being used to fund only those improvements that will increase the level of service provided to the City. Should a change occur in ownership, if for example the City were to take over fire protection responsibility within the city limits, existing impact fee calculations can be used to seamlessly move from city funding of county facilities to city funding of city facilities.

While it is recommended that recreation facilities (playgrounds, ball fields, etc.) be maintained at the current level of service, the level of service for park land is recommended to be increased from the ‘current’ 2011 level of 3.09 acres per 1,000 population to 3.6 per 1,000 as directed by the City’s *Comprehensive Plan*. This creates an existing deficiency that will require funding from non-impact fee sources.

Impact fees for roads can only be used to the extent that new capacity is created by the road improvement that will accommodate new growth. Sidewalks and bike lanes can be included as parts of eligible road improvement projects, but cannot be funded independently.

For stormwater facilities, the current funding mechanism (user fees), combined with a lack of planned system-wide facilities, suggests that this category does not need to be included in an impact fee study. Should conditions change, the category could be revisited.

There are two current planning efforts that will affect the calculation of impact fees: a parks master plan and a transportation plan. Every effort should be made to incorporate the data and findings of those studies in the eventual impact fee calculations. It is recommended that the calculation of impact fees in these two categories be carried out while these plans are being prepared, rather than before.



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■ Introduction

Impact fees can be a confusing and daunting subject. It is the intention of this Impact Fee Assessment Report to give the City of Dunwoody the tools necessary to make some decisions relating to impact fees as a funding strategy, prior to preparation of an impact fee study.

This report presents an assessment and a set of recommendations concerning capital facilities eligible for inclusion in an impact fee program. This is the first step toward the preparation of an impact fee study for the City. The intent of this document is to provide background information on the service categories that could be included in an impact fee program. The categories examined in this report include fire protection/EMS, police protection, parks & recreation, libraries, roads, and stormwater facilities.

In addition to the category recommendations, this document provides an overview of considerations and requirements for level of service and service area determinations, as well as information about required annual updates. Possible exemptions are also discussed.

Based on the decisions by the City Council on the policy issues raised in this report, the consultant will prepare a detailed Methodology Report that will calculate the maximum impact fees that can be adopted for each facility category, by land use type.

Policy issues considered in this Report:

- Public facility categories to be included in impact fee program.
- Pop/employment forecasts.
- Level of service standards.
- Service areas.
- Exemptions from impact fees.

Impact Fees

Under State law, the City can collect money as a one-time ‘impact fee’ from new development based on that development’s proportionate share—the ‘fair share’—of the cost to provide the public facilities it needs. Revenue for capital facilities also can be produced from new development in other ways: such as through future property taxes generated by new houses and nonresidential projects.

To the extent that new growth and development generates other revenue that is used to pay for the same improvements that are funded by impact fees, or for non-impact fee eligible portions of impact fee projects, a credit against impact fees must be granted. In other words, an impact fee represents the shortfall in facility funding not covered by other sources of revenue that will be generated by new development.

Impact fees are authorized in Georgia under Code Section 37-71, the *Georgia Development Impact Fee Act* (DIFA), and compliance is administered by the Georgia Department of Community Affairs under Administrative Rules Chapter 110-12-2,

Development Impact Fee Compliance Requirements. Impact fees are a form of revenue authorized by the State, and strictly defined and regulated through State law. The provisions of DIFA are extensive, in order to assure that new development pays no more than its fair share of the costs and that impact fees are not used to solve existing service deficiencies.

Eligible Costs

Impact fees can be used to fund what are defined by DIFA as ‘system improvements’ and are prohibited from funding what are called ‘project improvements.’ System improvements are public facilities designed to provide service to the community at large, such as a fire station or park. Project improvements are facilities that are planned and designed to provide service for a particular development project, are necessary for the ‘use and convenience’ of the occupants or users of the project, and are not system improvements. Examples of project improvements include roads within a subdivision, a deceleration lane for a grocery store, or a private pool open only to residents of a particular neighborhood.

Impact fees are also limited to funding certain types of capital projects, as defined by the State Act. Eligible facilities under DIFA are defined as capital items having a life expectancy of at least ten years, such as land and buildings. Fire trucks would be eligible, for example, since they have a useful life of at least ten years. Impact fees cannot be used for the maintenance, supplies, personnel salaries, or other operational costs, or for capital items that last less than ten years such as computers or automobiles. Many capital projects that are impact fee eligible will have associated non-eligible costs. The construction of a police station may be 100% impact fee eligible, for example, but in order to provide police protection service the City will also be required to maintain the facility, pay officer’s salaries, and provide other supplies and services that do not have a useful life of ten years.

Even without considering the non-eligible costs associated with some capital improvements, impact fees are unlikely to be used as a sole funding source for those improvements. While the last dollar in impact fees is not collected until the last new residents and employees move to the city twenty years from now, the facilities required to serve that growth often need to be in place before they arrive. Some capital items, such as library books or park land, can be purchased on a ‘pay as you go’ basis, but this is not an effective or likely method for the financing of major public facilities such as a police station that are needed well in advance of the total future population they are designed to serve. Impact fees can be used to repay other city funding sources (general fund, SPLOST) that have been used to finance capital projects, as well as the principal and debt service on any impact fee related loans or

Impact fees are authorized by the Development Impact Fee Act, and any impact fee program must meet all provisions of that law.

Impact fees can only be used to fund public facilities with a useful life of at least ten years that serve the community at large.

bonds. Lastly, impact fees can be used not only to pay for new facilities needed to serve new development but also to recoup investment that has already been made that created capacity for future growth. Impact fees should be viewed as one potential funding source in a balanced financing strategy, not the only source.

The Capital Improvements Element

The legal basis for the collection of impact fees in the city is the adoption of a Capital Improvements Element (CIE) as an Amendment to the *Comprehensive Plan*. Data prepared for the impact fee study will amend the *Plan*, and vice versa. Population, housing units, and employment forecasts have been prepared for the *Plan*, and would be used in the impact fee study. The CIE prepared as part of this impact fee study will be submitted for state review and adopted following the procedures for a ‘major amendment’ to the current *Comprehensive Plan*.

The Capital Improvements Element reflects the methodologies used to determine new development’s fair share of future city capital improvements. The CIE establishes clear public policies regarding infrastructure development, ensures sound fiscal planning for capital improvements and establishes the need for new facilities, including a compilation of the capital facilities on which impact fee revenue can be spent. An important consideration is that impact fee revenue can only be spent on projects listed in the CIE, and only in the category for which it was collected. For example, impact fees collected for fire facilities can only be spent on fire facility projects listed as eligible in the CIE.

In the years ahead, changes to the City’s impact fee program will come up, whether new projects to be added, revised cost estimates, whole new facility categories such as stormwater, etc. Updates to the CIE will assure that these changes are accommodated and the adopted impact fees are current to revised plans and costs.

Impact fee revenue can only be spent on projects listed in the CIE. Fees collected in one category can only be spent in that same category.

Annual CIE Updates (required by DCA) provide an opportunity for amending the program to address future changes

Who Pays an Impact Fee?

Oftentimes it is said that impact fees are a funding method that allows ‘new growth’ to pay for the services it demands. This is true as far as it goes, but it would be more accurate to say ‘new demand’ instead of ‘new growth.’ New growth simply refers to new residents and employees who move into the jurisdiction. Impact fees are charged based on the increase in demand for services. The difference is that the person demanding the increase in service may or may not be new to the jurisdiction; they may have lived there all or part of their life. However, the majority of new demand for services will be generated by new growth.

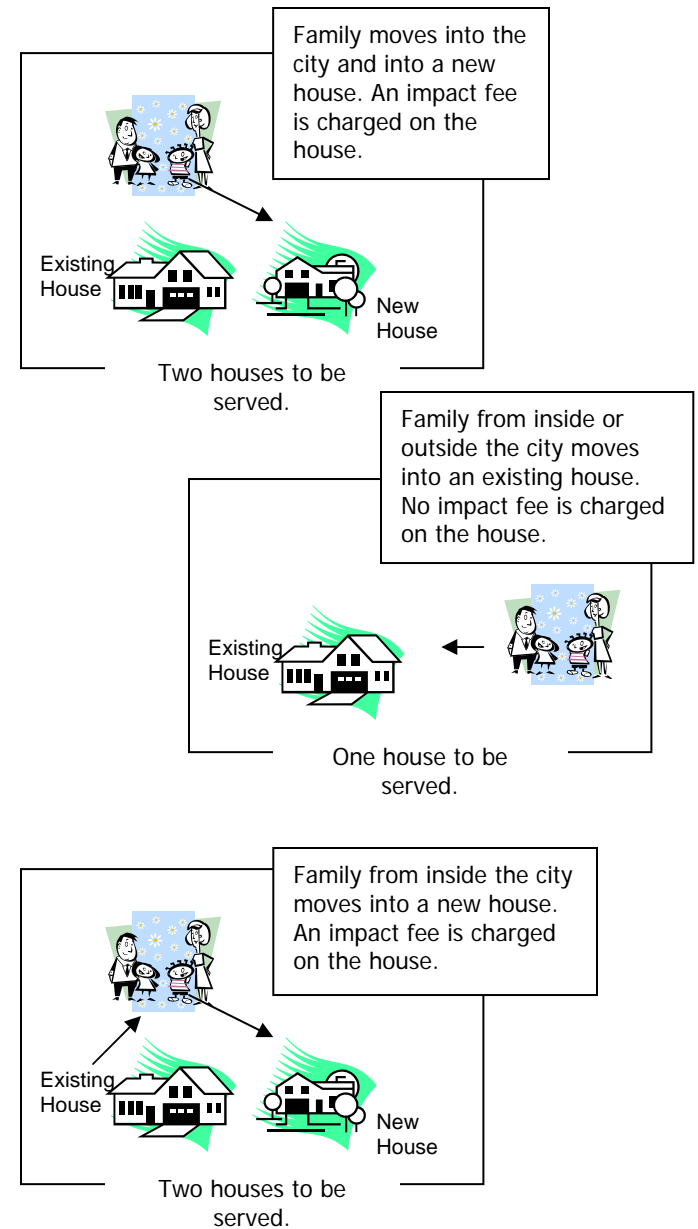
Here are some examples that will help explain the distinction:

- A family from outside the city moves into a new home built in the city. The new demand for services, represented by the new house, is also being generated by new growth. An impact fee is collected when the house is built.
- A family from outside the city moves into an existing house. While the residents are new growth, the dwelling unit already existed and is being served by the local government. It does not represent a new demand for services. No impact fee is collected.
- A family from inside the city moves into a new home built in the city. This might be the case where a child marries and moves out of their parent’s house into a new home. The family does not represent new growth, but does represent a new demand for services since there is a new dwelling unit that must be served. An impact fee is collected.
- A family from inside the city moves into an existing house. The residents are not new growth; the dwelling unit already existed and is being served by the local government. It does not represent a new demand for services. No impact fee is collected.

The key here is to look at the net increase in demand. For residential land uses the demand is measured in dwelling units. If a new house is built, it must be served, regardless of who lives there. (The police department, for example, must protect the house, no matter where the residents came from.)

Accessory uses—detached garages, swimming pools, tool sheds, etc.—are not assessed an impact fee.

These examples also apply to nonresidential land uses, but with a different ‘unit of measure.’ Many nonresidential land uses, for example, are charged an impact fee



based on square footage. This is the ‘unit of measure,’ just like a dwelling unit is the ‘unit of measure’ for residential land uses. An increase in square footage, such as building a new building or expanding an existing one, represents an increase in the demand for services. Consider these examples:

- An existing business expands, increasing its square footage. An impact fee is collected on the net new square footage.
- An existing business builds a new building, moving out of its old one. This is similar to the third example given above for residential land uses. There is a net increase in square footage to be served by the city—the new building as well as the original structure. An impact fee is collected on the new building.
- A business rebuilds its current structure and adds no new square footage, in essence replacing their existing building. No impact fee is collected.
- A structure is occupied by a new tenant, different from the previous one but with no change in land use. For example, if a restaurant takes over a building previously used as a restaurant. There is no change of use (just a change of tenant) and no impact fee is collected.
- A structure is occupied by a new use, different from the previous use of the building. This might happen, for example, when a hardware store is replaced by a sporting goods store. An impact fee is collected on the incremental increase between what would be owed by the two uses. In this example, the impact fee owed by the hardware store would be calculated, and the fee owed by a clothing store of the same size would be calculated. The applicant would owe the difference between the two uses—the incremental increase—not a full fee as if it were a new use.

There is one exception to the ‘change of use’ example:

- A tenant space in a shopping center is vacated by one business and occupied by another. The ‘shopping center’ land use category is unique in that no change in land use occurs, even if the tenants are very different, such as a jewelry shop and a clothes store. No impact fee is collected.

In the end, the key is to identify whether or not an increase in the demand for services has occurred. If so, an impact fee is owed; if not, no fee is owed.

■ Population and Employment Forecasts

In order to accurately calculate the demand for expanded services for the City of Dunwoody, new growth and development must be quantified in future projections. These projections include forecasts for population, housing units, and employment to the year 2030.¹ These projections provide the base-line conditions from which the level of service calculations can be produced. Also, projections are combined to produce what is known as ‘day/night’ population. This is a method that combines resident population and employees in the city to produce an accurate picture of the total number of persons that rely on certain services, such as law enforcement on a 24-hour basis.

Accurate projections of population, housing units, and employment are important in that:

- Population data and forecasts are used to establish current and future demand for services standards where the Level of Service (LOS) is per capita based.
- Dwelling unit data and forecasts relate to certain service demands that are household based, such as libraries and parks, and are used to calculate impact costs in that the cost is assessed when a building permit is issued. The number of households—defined as occupied housing units—is always smaller than the supply of available housing units. Over time, however, each housing unit is expected to become occupied by a household, even though the unit may become vacant during future re-sales or turnovers.
- Employment data is combined with population data to produce ‘day/night’ population figures. These figures represent the total number of persons receiving services, both in their homes and in their businesses, particularly from 24-hour operations such as fire protection and law enforcement.

Population, housing and employment forecasts quantify the future demand for public facilities.

The Forecasts

Residential demand for future services is based on population size expressed as either numbers of residents or number of dwelling units. Nonresidential demand for services is based on number of employees. In many cases, demand for services may be a combination of residential and nonresidential forecast figures. The population, dwelling unit and employment forecasts used for this assessment report have been

¹ The impact fee program shares the horizon year of the 2010 *City of Dunwoody Comprehensive Plan*.

drawn from the current *Comprehensive Plan*, with intervening years projected based on observed annual rates of change between figures provided in the *Plan*.

The first table on the next page presents the forecasts for population, dwelling units, 'value added' employment, and 'day/night' population. This table is accompanied by graphs that visually depict the forecasts. The vertical dashed line on each graph is the 2011 figure for each forecast—this will be the base year for impact fee calculations.

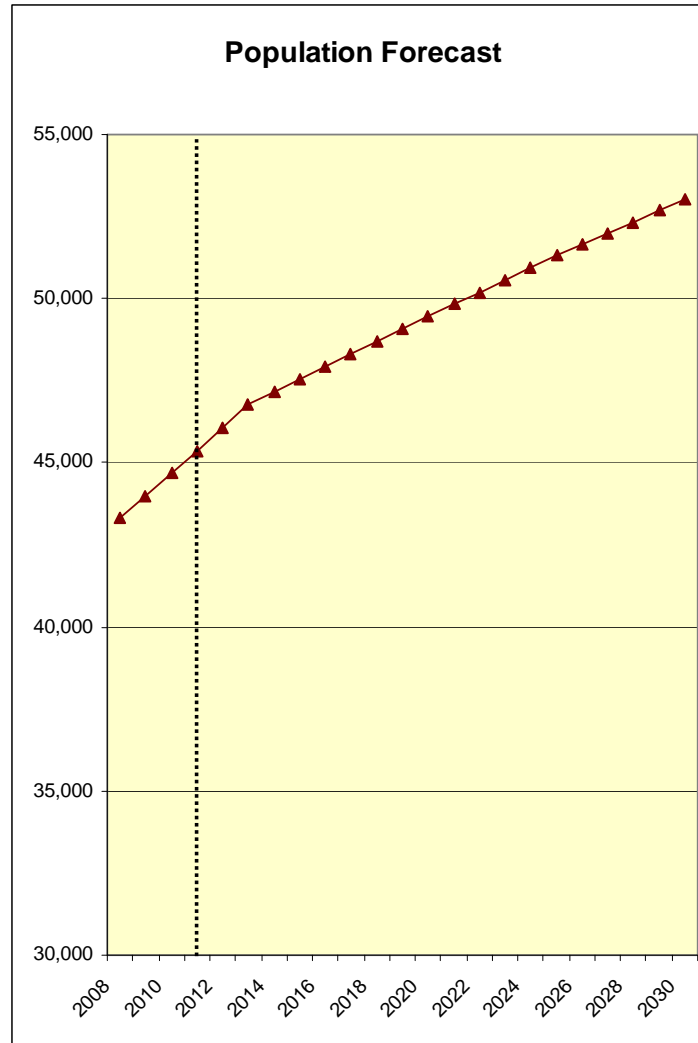
'Value added' employment is a sub-set of total employment in the city, and represents the number of employees in non-transitory jobs. Basically, 'value added' employment excludes construction sector employment.

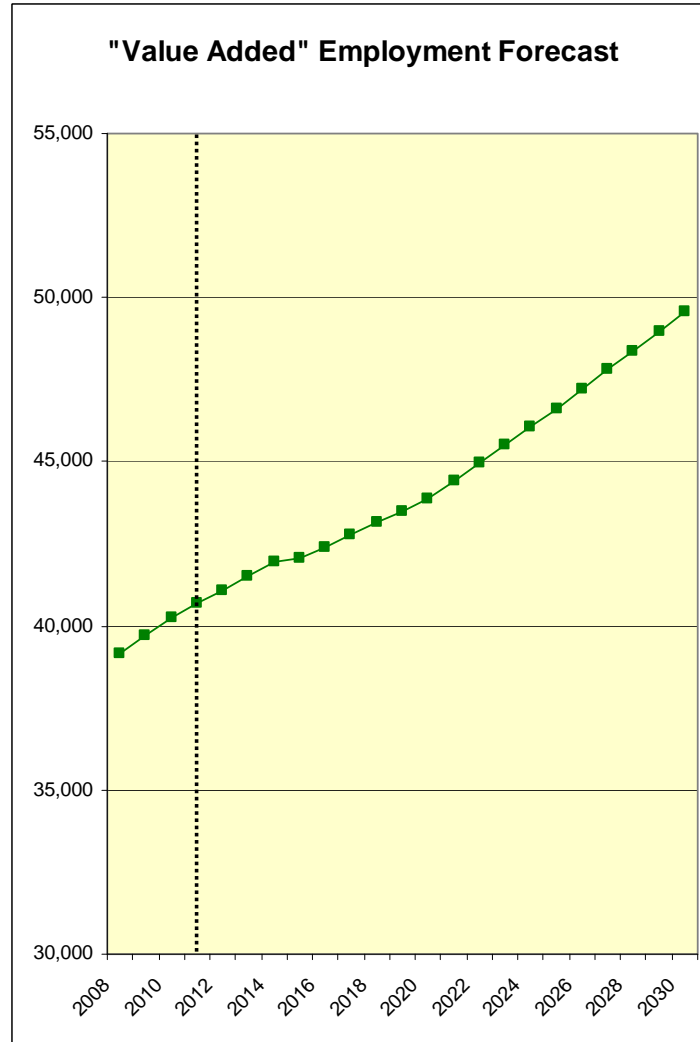
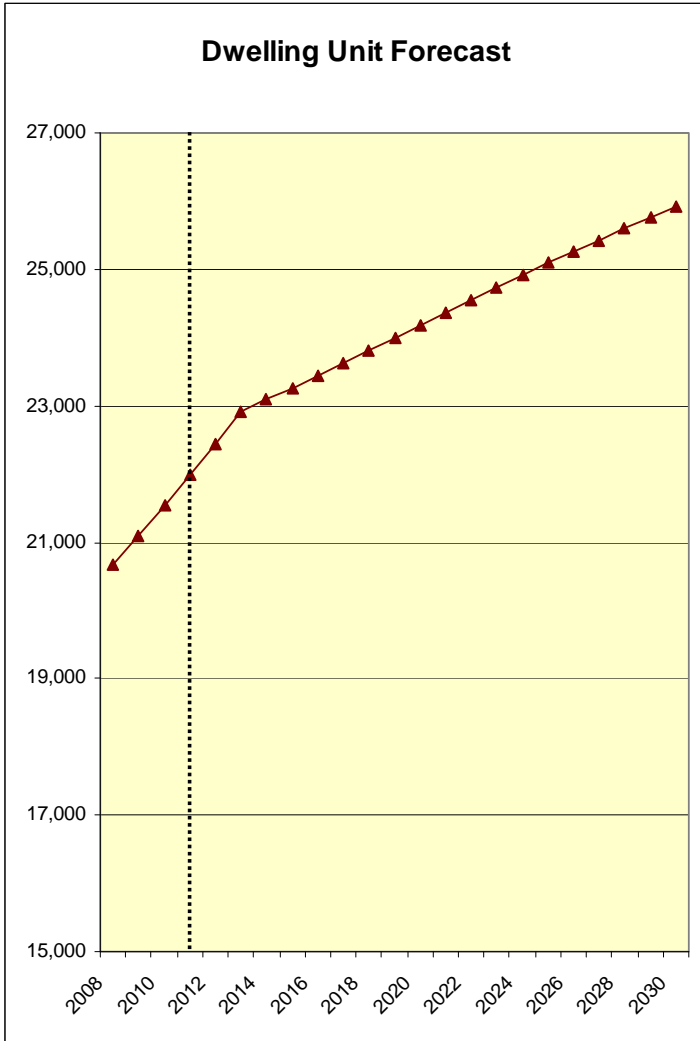
The 'day/night' population is a combination of the resident (population) projections and 'value added' employment estimates, and is used to determine level of service standards for facilities that serve both the resident population and business employment. The police department, for instance, protects someone's house whether or not they are at home, and protects stores and offices whether or not they are open for business. Thus, this day/night population is a measure of the total services demanded of a 24-hour provider facility and a fair way to allocate the costs of such a facility among all of the beneficiaries.

*'Day/Night Population' is
the combination of
residential population and
employment in a given year.*

**Forecasts - City of Dunwoody, GA
2008 - 2030**

	Population	Dwelling Units	"Value Added" Employment	Day/Night Population
2008	43,322	20,667	39,162	82,484
2009	43,995	21,096	39,701	83,697
2010	44,679	21,535	40,248	84,927
2011	45,374	21,982	40,673	86,046
2012	46,079	22,439	41,102	87,181
2013	46,795	22,905	41,535	88,330
2014	47,167	23,084	41,974	89,141
2015	47,543	23,264	42,063	89,606
2016	47,921	23,446	42,417	90,338
2017	48,303	23,630	42,773	91,076
2018	48,687	23,814	43,133	91,820
2019	49,074	24,000	43,495	92,570
2020	49,465	24,188	43,861	93,326
2021	49,831	24,367	44,401	94,232
2022	50,200	24,547	44,947	95,147
2023	50,572	24,729	45,500	96,071
2024	50,946	24,912	46,059	97,005
2025	51,323	25,096	46,626	97,949
2026	51,658	25,260	47,205	98,863
2027	51,995	25,424	47,791	99,786
2028	52,334	25,590	48,384	100,718
2029	52,675	25,757	48,985	101,660
2030	53,019	25,925	49,593	102,612





The final table in this section presents the forecasted growth for different service area populations in the city. Police protection, for example, is provided to a city-wide service area; the service area population is the city-wide day/night population. Park and recreation services, for another example, are also provided to the entire city, but the service area population is the residential population, measured in number of dwelling units.

Service Area Forecasts

2011 - 2030

	City-wide Dwelling Units (Library, Parks)	City-wide Day/Night Population (Fire Protection, Police)
2011	21,982	86,046
2012	22,439	87,181
2013	22,905	88,330
2014	23,084	89,141
2015	23,264	89,606
2016	23,446	90,338
2017	23,630	91,076
2018	23,814	91,820
2019	24,000	92,570
2020	24,188	93,326
2021	24,367	94,232
2022	24,547	95,147
2023	24,729	96,071
2024	24,912	97,005
2025	25,096	97,949
2026	25,260	98,863
2027	25,424	99,786
2028	25,590	100,718
2029	25,757	101,660
2030	25,925	102,612
Net Increase, 2011-2030:		
	3,943	16,566

Service area forecasts extend to the planning horizon of the Comprehensive Plan.

By 2030 new dwelling units in the city will represent an increase of about 18% over the 2011 estimate. Also by 2030, new day/night population will represent an increase of just over 19%. The policy implication of these figures is that while all new capital projects funded by impact fees set at the current level of service would be 100% impact fee eligible, the capital projects themselves will represent an increase of between 18 and 19 percent over the current inventory. For example, for every 100 acres of park land that currently serves the residents, an additional 18 acres could be purchased with impact fee funding. For every 1,000 square feet of police facility space the City could pay for 190 additional square feet with impact fees. (Library and parks impact fees are charged only to residential land uses; public safety categories—including police and fire—are charged to residential and nonresidential land uses alike.)

■ Assessment of Specific Impact Fee Categories

In this section a series of recommendations is presented concerning the public facility categories of fire protection/EMS and police protection, and for parks & recreation, libraries, road improvements, and stormwater facilities. These recommendations are based on operational control, available data, degree of facility planning already underway, and service area considerations. For each category those four general conditions must be met to be reviewed before recommendation for inclusion in the impact fee program. In more detail, the conditions are:

1. **The capital facilities are controlled by the City.** Facilities must be under City control, either through ownership or intergovernmental agreement, such that the existing capacity is guaranteed to be available to the existing and future development in the city. In cases where the City makes a financial contribution toward a capital facility owned by another jurisdiction or group, such as a library board, the agreement must be long-term and subject to City audit. The portion of that financial contribution that goes toward capital facility expansion resulting in increased system capacity could be impact fee eligible.
2. **Valid and current data exists concerning the current capacity of the facilities.** In order to calculate impact fees the current level of service will be calculated. This level of service must have some reasonable relationship to the current capacity of the facilities.
3. **There is a plan for future expansion of the capital facilities, or excess system capacity exists.** The impact fees are based on the cost to meet future demand through capital projects. Future demand can be met through existing excess system capacity, or through the provision of new system capacity through capital improvements. DIFA is a 'projects-based' type of enabling legislation for impact fees. This means that specific projects intended to provide the capacity to serve new growth must be identified, for at least the next five years of the impact fee program, and more generally for the planning horizon of the *Comprehensive Plan* (2030). If excess system capacity exists, the value of the capital facility providing the excess capacity can be used to calculate a 'recoupment' figure; the portion of the facility value that provides the excess capacity can be 'recouped' through impact fees.
4. **A service area or areas is established.** By law, at least one service area must be identified for each impact fee facility category. For some services, such as police protection, the use of a single city-wide service area would seem obvious. Each facility category, however, needs to be examined and

Conditions for inclusion in impact fee include: ownership, data availability, plans in place and established service areas.



realistic service areas considered. Facilities that are inter-related warrant consideration as single service areas. An example is the parks system, where park acreage and facilities are provided to all the residents of the city, without restriction. In this case a park does not just serve the immediate area, but is available to everyone without exclusion. Separate service areas would be appropriate if different levels of service are provided in different areas. (More information on service areas appears in a later section of this document, 'Service Area Considerations.')

The following sections discuss each impact fee eligible public facility category in detail.

Fire Protection/EMS

In the City of Dunwoody fire protection and emergency medical services are provided by DeKalb County, both directly and through mutual-aid agreements, to all portions of the city. Fire protection facilities could be included in the impact fee study, based on the following criteria:

1. **Inventory of existing facilities.** An inventory of the current fire stations, as well as the heavy vehicles and ambulances, is available.
2. **Plans for capital improvements.** Whether the service remains a county one or is taken over by the City, future growth will require additional fire protection capability. If the City took over the system, an impact fee based on the current level of service (LOS) would result in funding available for a 19% increase in station space, ambulances and heavy vehicles that serve the city.

If the County continues to provide the service, it would be the County's responsibility to maintain the current level of service as the city grows. In this case, through an intergovernmental agreement, the City could fund enhancements to the County's services through impact fees, such as additional fire or emergency equipment, over and above the LOS provided by the County.

Service area: The County Fire Department serves the city from a series of fire stations, three of which are located within the city.² As growth occurs, it is expected that additional capacity will be required, in order to continue to provide a consistent



² It is also believed that the County has a mutual aid agreement with Sandy Springs, which would cover a portion of the city.

level of protection throughout the city. Multiple stations do not necessarily mean that multiple service areas must be adopted. Each station does not act alone; instead, the stations operate as a network to provide fire protection services. Stations do not all serve the same types of land uses, nor do they have the same apparatus. It is the strategic placement of personnel and equipment that is the backbone of good fire protection. In the event of a fire alarm one station will respond, with the second station providing back up. This is the essence of good fire protection planning. It is therefore recommended that this be a single service area.

Level of service: For planning purposes, ISO ratings are used as indicators of the current and desired levels of service. ISO ratings depend, in part, on availability of water and response times—two things that can be affected by actions outside the control of the Fire Department. Drought, road congestion, and patterns of new development can impact the insurance ratings. In order to translate fire protection level of service into a measure that can be used in impact fee calculations, it is suggested that the square footage and number of heavy vehicles be used as units of measure.

Recommendation: It is recommended that fire protection and EMS be included for further study at the current LOS as a City system, that square footage, ambulances and heavy vehicles be used as LOS units of measure, and that a single service area be adopted. As part of this recommendation it is also recognized that the City may instead opt to use impact fees for City enhancements to the county system. As part of any such obligation should be structured such that the capital projects being funded directly serve the city.

Police Department

The City Police Department provides primary law enforcement to the city. Police Department facilities should be included in the impact fee study, based on the following criteria:

1. **Inventory of existing facilities.** An inventory of Police Department facility space is available.
2. **Plans for capital improvements.** It is expected that future expansions or replacement of the facility will be required as the city continues to grow. An impact fee based on the current level of service would result in funding available for a 19% increase in square feet of facility space.

Service area: The Police Department is understood to serve the entire city. For this reason, a single city-wide service area for primary law enforcement functions is recommended.



Level of service: For planning purposes law enforcement level of service is often based on the number of uniformed officers serving the city, or a combination of officers and call responses. While this is a convenient measure for the purposes of staffing and budget planning, it is not an acceptable method for establishing level of service in the context of impact fees. The number of uniformed officers may fluctuate based on budget levels, employee recruitment and retention, and working conditions. In addition, personnel are not capital facilities, and are not impact fee eligible. The bottom line is that an accurate picture of the current need is difficult to attain, based on number of officers. Instead, the size of facilities and equipment inventory should be used to calculate the level of service.

Recommendation: It is recommended that the Police Department be included for further study at the current level of service, that square footage of administrative space and units of eligible equipment be used as the LOS unit of measure, and that a single city-wide service area be adopted for law enforcement services.

It should be noted that 911 emergency communications could also fall within this public facility category. In other words, any capital funding obligation from the City to any outside service provider, or the establishment of a city-owned 911 service, could be included in the impact fee calculations.

Parks and Recreation

The City currently operates park and recreation services throughout the city. The desired level of service shown here is drawn from the *Comprehensive Plan*; this may change as the City undertakes a Parks & Recreation Plan. In either case, parks and recreation facilities should be included in the impact fee study, based on the following criteria:

1. **Inventory of existing facilities.** An inventory of parks & recreation facilities is available.
2. **Plans for capital improvements.** As the city continues to grow it is anticipated that future park projects will be required in order to adequately serve that growth. Parks acreage and facilities that serve new growth can be impact fee eligible.

Service area: The City provides parks and recreation services throughout the city without any restriction based on place of residence. A city-wide service area is recommended.

Level of service: Often future capital planning for parks and recreation systems is based on the National Recreation and Parks Association (NRPA) standards for level



of service evaluation, and refined for local usage patterns. It is recommended that parks acreage, as well as number of park facilities (ball fields, playgrounds, etc.), should be used as LOS units of measure.

The *Comprehensive Plan* establishes a desired level of service for parks acres of at least 3.6 acres per 1,000 population. This is an increase over the LOS (3.0855 acres per 1,000) that is projected for the 'base year' of 2011. Based on the desired LOS, there is a current deficiency of about 23 acres of park land. Impact fees can be used to fund the purchase of an additional 28 acres of land to serve future residents. In all, a total of 51 acres of park land would need to be purchased to attain and maintain the desired level of service.

Recommendation: It is recommended that parks and recreation be included for further study based on the current LOS for recreation facilities and 3.6 acres per 1,000 population for park land, that park acres and facilities be used as the LOS units of measure, and that a single service area be adopted.³ As part of this recommendation it is also recognized that the level of service standards may change as the Parks & Recreation Master Plan is formulated.

Library

DeKalb County provides library service to the city through the Dunwoody Branch and its associated performance space. There is no anticipation of establishing a separate library system owned and operated by the City. But there is an expectation that the City could financially participate in the County's library system for enhancements directly serving the city. For that reason, library facilities should be included in the impact fee study, based on the following criteria:

3. **Inventory of existing facilities.** An inventory of library facilities is available.
4. **Plans for capital improvements.** As the city continues to grow it is anticipated that future library capital projects will be required in order to adequately serve that growth. These projects may be facility space construction and/or collection materials purchases. As a County system, the cost to maintain the current LOS would be the responsibility of the County. However, the City may wish to enhance the level of service provided by the County within the city itself and, through intergovernmental agreement, could charge impact fees to fund the increase in capital facilities.

³ It should be noted that parks and recreation facilities primarily serve residents and that business use of parks is considered 'incidental.' A parks and recreation impact fee therefore would be collected only from new residential construction.



If, alternately, the City created a library system and took over the Dunwoody Library, an impact fee based on the current level of service (LOS) would result in funding available for a 18% increase in library space and collection materials.

Service area: The County provides library services throughout the city without any restriction based on place of residence and, vice versa, city residents can use any library in the county. A city-wide service area is recommended if the City wants to enhance the countywide LOS for city residents.

Level of service: It is recommended that facility square footage, as well as number of collection materials, should be used as LOS units of measure.

Recommendation: It is recommended that libraries be included in the impact fee study based on the current LOS, that facilities and collection materials be used as the LOS units of measure, and that a single service area be adopted.⁴ As part of this recommendation it is also recognized that the City may opt to use impact fees for City enhancements to the county-operated system. Any such obligation should be structured such that the capital projects being funded directly serve the city.

Road Improvements

The data requirements for transportation projects are different from those for the preceding public facility categories, but the basic concepts—current inventory, capacity, and population served—are the same. Because roads are a network, offering drivers options as to route choice without prohibition, the network must be examined as a whole, rather than as constituent parts. There are several methodologies to choose from when calculating a road impact fee. The most rigorous method is based on a computer model, usually run as part of a transportation plan. The model identifies current and future needs on the road network. A transportation plan could be derived from the model information. This plan would identify specific road improvement projects that would be necessary to reach or maintain the desired level of service. In the absence of current citywide data reasonably related to the operation of the road network, and in the absence of a detailed capital improvement plan, road facilities could be included in the impact fee study if such data were developed.

Currently, a transportation plan is being prepared for the City. If roads are to be included in a city impact fee program, the following data would need to be provided:



⁴ Like parks and recreation fees, library fees are collected only from new residential construction.

Service area and system capacity. The capacity of a roadway is dependent, in part, on its connections to other roads. While the road system could be broken into service areas it is difficult to demonstrate that any one area is independent of the rest of the roadways. For this reason, roads are generally considered as a ‘network’ when transportation plans are created. Sophisticated computer models measure the effect of future improvements across the entire network, road segment by road segment. An engineer is then able to identify the areas where improvements need to be made to maintain a certain system capacity.

Level of service. The identification of level of service standards is essential. In road planning a letter grade system (‘A’ through ‘F’, with ‘A’ being best) is used to denote level of service. In Georgia, cities and counties typically adopt a LOS of ‘D’.

Plans for capital improvements. Project listings with the required level of detail necessary for impact fee calculations are not currently available. To include individual road projects, the following data is needed for impact fee calculations:

- **Road segment improvements** (widening, straightening for safety and flow). *Data needed:* Description of project (example: location, widen from 2 lanes to four lanes); existing and post-improvement capacity; traffic counts on segment prior to improvement; estimated cost of project (total cost and City’s cost); road classification (arterial, collector, local).
- **Intersection improvements** (turn lanes, widening, signalization). *Data needed:* Description of project (example: location, addition of turn lanes, type of signalization); individual intersection study including traffic counts on each road approaching the intersection (through, left-turning and right-turning movements) and existing and post-improvement capacity (through, left-turning and right-turning movements); estimated cost of project (total cost and County’s cost).

Recommendation: It is recommended that the City consider road projects for further study as part of an impact fee program as the required data becomes available. Importantly, only road projects that increase traffic capacity would be impact fee eligible. Even though specific road projects may be focused on increasing safety or flow characteristics, capacity may also be increased. Careful consideration should also be given to the policy implications of a road impact fee. In short, nonresidential land uses typically pay a higher total fee than residential land uses. This is explained in more detail in the next section.

Policy Implications Specific to Road Impact Fees

On a 'per trip' basis, nonresidential land uses pay lower road impact fees than residential land uses, but they typically pay a higher total fee. All land uses pay the fee based on 'per trip end' cost, related to the actual new traffic generated on the roads. Only residential land uses pay this cost at 100%, but it is still usually lower than the total paid by nonresidential land uses. The following example shows why.

Jane leaves her house and stops at the convenience store for coffee on the way to work. She then continues from the store to work. After work, she drives home for the night. Jane has made three trips (home to convenience store, convenience store to work, and work to home); these three trips have a total of six trip 'ends' (a start and a finish to a trip are each a trip 'end').

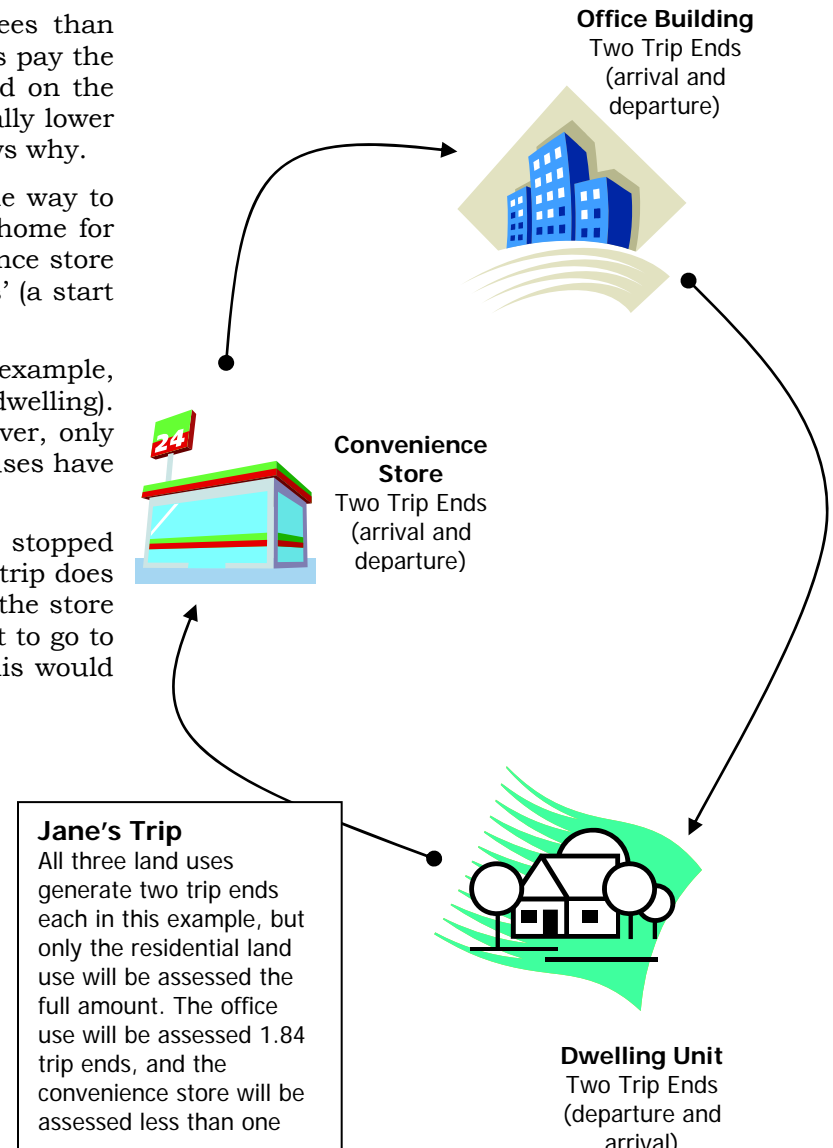
Impact fees for roads are most often charged based on trip ends. In our example, Jane traveled to three different land uses (convenience store, office, and dwelling). Each land use has two trip ends associated with it in the example. However, only the residential land use will pay for two full trip ends. Nonresidential land uses have discount rates for their trip ends, to account for 'pass by' traffic.

In our example, Jane was going to work—passing by the store—when she stopped for coffee. She would have been on the road anyway (to go to work), so her trip does not count against the store since it was not her final destination. Instead, the store would only be charged for 'destination' trips—those trips that are made just to go to the store. For example, if Jane 'ran out' to the store and back for milk, this would not be a 'pass by' trip—the store was her only destination.

Using the industry standard data, the convenience store will pay only 40% of the trip end cost, and the office will pay 92%. This means that an average of 60% of the convenience store traffic is 'pass by' traffic generated during the trip to another destination, while about 8% of the office traffic is 'pass by.' Different land uses have different discount rates.

In the end, the residential land use will pay impact fees for two trip ends, the office land use will pay for 1.84 trip ends, and the convenience store will pay for 0.8 of a trip end, even though all three land uses generated two trip ends. So each nonresidential land use pays less than the full 'per trip' cost.

However, the sheer number of trips generated by those nonresidential land uses dwarfs the trips generated by residential uses. To stay with our example, Jane's dwelling unit would pay for an average trip generation of 9.47 trips, at 100% per trip. An office use would pay for



an average of 11.01 trips per 1,000 square feet, and a convenience store would pay for an average of 738 trips per 1,000 square feet. Even at the discount rate of 40% per trip cost, the store pays a higher total amount in impact fees than a dwelling unit because of the sheer total of net trips it generates, even discounting for 'pass-by' trips of those on the way to a final destination.

This is not to say that a road impact fee is not recommended, just that it is important to consider the policy implications of adopting such a fee.

Stormwater

Stormwater impact fees have data requirements that are closer to those required for road improvements impact fee calculations than to any of the other categories considered in this report. System capacity is a key element for this category, and the service area population is not a factor in the calculation.

The City maintains a stormwater system, serving the entire city. New customers, as they connect to the distribution system, can be charged an impact fee in order for the city to recoup past capital improvement costs, as well as to potentially fund future system capital improvements. However, this depends on there being system improvements in place or planned as part of a city-wide or drainage basin system that have or will create new capacity to accommodate new development. Currently, the City's stormwater utility is focused on maintenance and revitalization of the system's current capacity. Thus, lacking capital improvement projects that create new capacity, there is no basis for an impact fee calculation.

Recommendation: It is recommended that the stormwater system facilities not be included in the program until such time that eligible capital projects are contemplated. In the meantime, the current funding strategy of charging a user fee should remain in place.



■ Level of Service Considerations

Determination of the level of service (LOS) to be adopted is a key component of the impact fee calculation. This section provides a deeper discussion of the factors involved in selecting a LOS appropriate to the city, and the effects of adopting a current LOS, or one higher or lower than the current LOS.

Level of service is the foundation for determining future demand. Future capital projects are planned to meet that demand. These future projects have a price tag attached, and the cost to supply services—the price tag—is the dollar amount assigned to future growth through impact fee collection. The LOS adopted by the City is often a combination of technical and non-technical considerations. For example, there are national guidelines available on the number of tennis courts that should be provided in a community, based on population. Local demand, however, might be low for tennis courts, even lower than the national standard. Thus the desired LOS for tennis courts may reflect consideration of several factors: the current inventory, the suggested standard, and the public demand. Engineering, jurisdictional, or other constraints may also require changes to the future provision of services.

The level of service adopted by the City does not have to be the same as the current level of service being provided. However, there are certain considerations to bear in mind when adopting a level of service higher or lower than the current LOS. (The examples that follow explore those considerations in more detail.) By State law:

The same level of service must be provided to both existing development and new growth.

The issue here is one of fairness; new and existing property owners will enjoy the same level of service.

It is important to note that the level of service used for impact fee calculations is not always the same as that used for planning purposes by the City. For example, fire stations are often measured in square feet for impact fee calculations, while the Fire Department bases its own planning on such criteria as response times, number of alarm calls, availability of land, mutual aid agreements, and fire insurance ratings. The Fire Department planning determines where new stations should be placed, and when they will be needed. The impact fee calculations determine what funds for the construction of those fire stations are due from new growth. These two methodologies come together in the Short Term Work Program where specific projects are listed (e.g. a new fire station) and the anticipated source of funding is shown (e.g. 80% impact fees, 20% general fund).

The adopted level of service does not have to be the same as the current level of service.

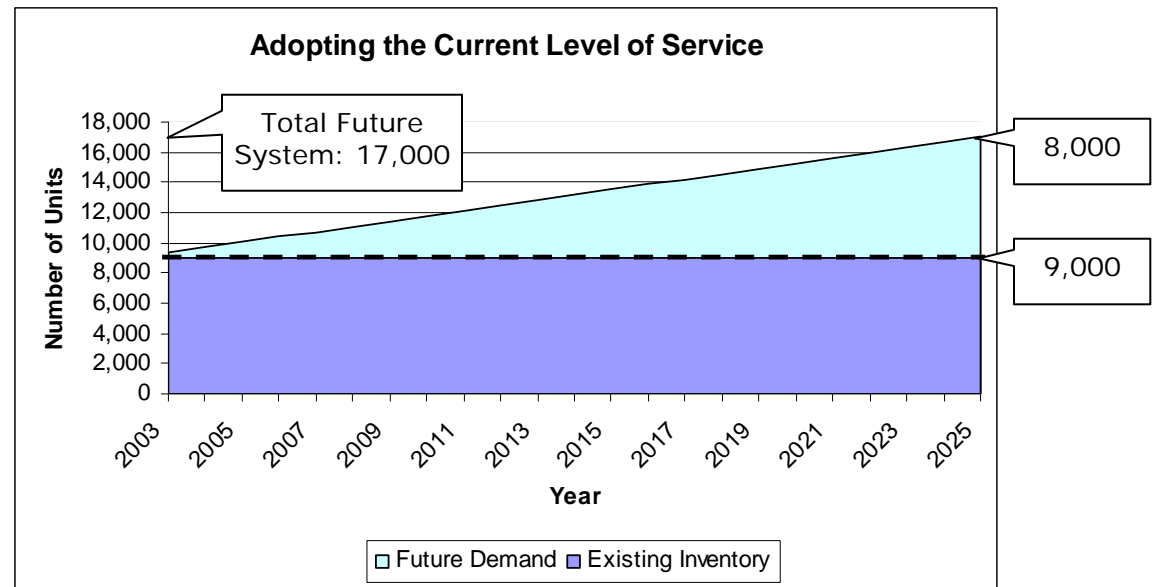
The same level of service must be provided to both existing development and new growth.

Examples

The examples below describe in detail the results of adopting an LOS equal to, higher than, or lower than the current level. For each of these situations we are using the following *hypothetical* information:

- Current population being served is 45,000.
- The existing inventory is 9,000 units. (For the purpose of this example we will consider this as square feet, though it could be library books, fire trucks, jail space, or some other unit of measure.)
- Population will grow steadily to 85,000 in 2025.

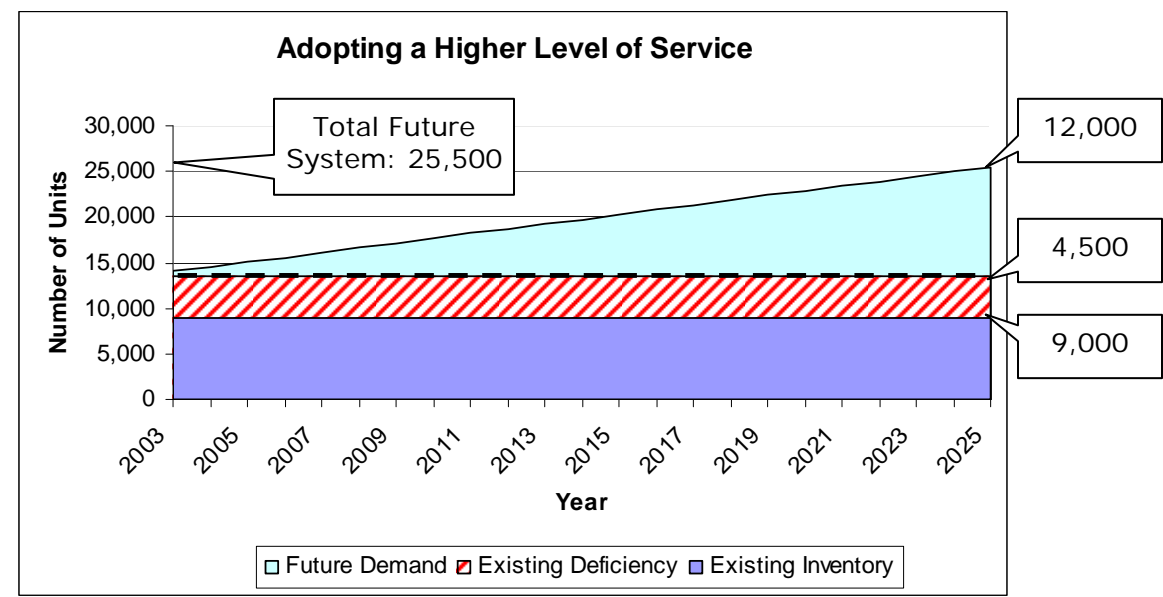
Adopting the Current Level of Service. First, let us consider the situation where the current level of service is adopted. By dividing the existing inventory by the current population we get a level of service measure of 0.2 (square feet) per capita. Given the 2025 population figure we know that 8,000 new square feet will be demanded by the new growth of 40,000 people (40,000 x 0.2). We know this since the adopted level of service (0.2 square feet per capita) has to be provided to both existing development and new growth. The current population already has this level of service provided to it, since we are adopting the current LOS. The 2025 population figure, multiplied by the adopted LOS, produces the total future demand figure of 17,000 (85,000 people x 0.2), of which 9,000 will continue to serve today’s population and 8,000 will be needed to serve the population increase in the future. This can be seen graphically in the chart at right. The darker color represents the existing inventory; the lighter color is the increase in square footage demanded as the population grows. The heavy dashed line is the adopted level of service, and in this case it is the same as the current inventory level.



Adopting a Higher Level of Service. Next, let us consider the situation where the adopted level of service is higher than the current LOS. For this example we will use the same information as above. Let us say that following an assessment of the current service provision it was determined that the current LOS is inadequate to serve today's population. Further, we determine that 13,500 square feet is needed to serve the current population, rather than the current 9,000 square feet available, resulting in a desired level of service of 0.3 square feet per capita. (The higher square footage, divided by the current population, produces the LOS.) Adoption of a higher-than-current level of service results in a current deficiency. The result is that 4,500 additional square feet are needed to serve the current population at the higher level of service (13,500 needed minus 9,000 existing). But the cost to make up the deficiency—the 4,500 square feet we need today—is not impact fee eligible. It must be funded through some source other than impact fees since it serves the current population, not the future growth. However, at the higher level of service that has been adopted, by 2025, a total of 25,500 square feet will be needed to meet total demand (85,000 people x 0.3), of which 12,000 will be needed just for new growth. (Compare this to the previous example where 8,000 square feet is needed for new growth using today's level of service.)

The cost to meet an existing deficiency is not impact fee eligible.

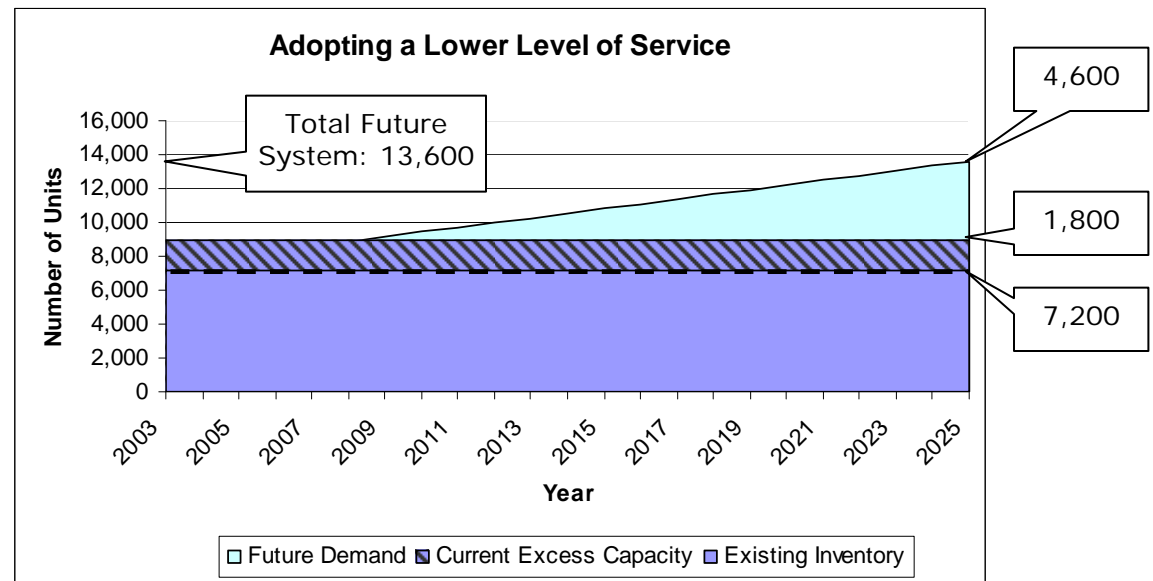
The chart to the right displays the situation where a higher-than-current level of service is adopted. As before, the dark color is the existing inventory, the light color is the square footage demanded by new growth, and the heavy dashed line is the adopted level of service. The 'hatched' area represents the existing deficiency. Together, the existing inventory (dark area) and the existing deficiency (hatched area) fully serve the needs of today's population (13,500 square feet). Note that the LOS line is above the existing inventory level.



Adopting a Lower Level of Service. The final situation that could arise is a case where a level of service is adopted that is lower than the current LOS. Continuing our exercise, we might determine that the existing 9,000 square feet is more than enough to serve the current population—excess capacity exists in the system. Let us say that an evaluation reveals that only 7,200 square feet are required to serve the current population. In this case, there is 1,800 square feet of excess capacity (9,000 existing minus 7,200 needed). The adopted level of service is the required square footage (7,200) divided by the current population (45,000). This results in an adopted LOS of 0.16 square feet per capita. By 2025, a total of 13,600 square feet will be required to serve the total future population (85,000), of which 6,400 will be needed for new growth (40,000 new people x 0.16). However, 1,800 of those square feet already exist as excess capacity, leaving only 4,600 new square feet to be added to the current inventory of 9,000. The capital value of the current excess capacity—in this case expressed in square feet—can be recouped through impact fees. The excess capacity will be used to provide service to new growth, and thus the cost to provide that service is an impact fee eligible capital improvement, regardless of when the capital facility was constructed.

The capital value of excess capacity can be recouped through impact fees.

In the following chart, the lower-than-current level of service adoption is shown. Again, the dark color is the existing inventory, the light color is the net new square footage demanded by new growth, and the heavy dashed line is the adopted level of service. The 'hatched' area is part of the existing inventory, and represents the excess capacity to be recouped through impact fee collection from new growth. Together, the net new square footage (light area) and the excess capacity (hatched area) fully meet the demand created by new growth (6,400). Note that the LOS line is below the actual existing inventory level.



Selecting an Appropriate LOS

There are pros and cons with the adoption of a level of service different from the existing conditions that should be weighed when making the determination of which LOS to adopt. The benefit of adopting the current level of service is that no existing deficiency exists, thus no general fund or other non-impact fee monies have to be used to cover a shortfall in construction of impact fee projects. Adopting a higher LOS than the current inventory provides more capital facilities in the future to new growth than would result from adoption of the current level. The major drawback of adopting a higher-than-current level of service is that the cost to meet the resulting existing deficiency falls to the existing population, not new growth. Adoption of an LOS lower than the current level allows for the recoupment of sunk costs that were expended to provide future system capacity. But, adopting a lower LOS also results in a reduction in future facility space demanded and diminishes the level of service currently enjoyed by the existing population.

However, these pros and cons are all side-effects of the level of service determination process, and should never be the sole reason for adoption of a specific level of service. Instead, **this should be the guide for determining what LOS to adopt:**

Is the current capital investment (be it a facility or some other capital project with a useful life of at least ten years) adequate to serve the current population?

- ⇒ If 'yes'—this suggests adoption of the current LOS.
- ⇒ If 'yes' because the current capital investment has excess capacity—this suggests adoption of a LOS lower than the current inventory.
- ⇒ If 'no'—this suggests adoption of an LOS higher than the current inventory.

	Current LOS Adopted	Higher-than-Current LOS Adopted	Lower-than-Current LOS Adopted
New Development	Impact fee based on cost of all new facilities.	Higher impact fee to pay for increased cost of (more) new facilities.	Lower impact fee composed of cost of fewer new facilities plus cost of excess capacity.
Existing Tax Base	No capital costs to be paid by existing residents and businesses.	Tax revenue needed to pay for facilities required to serve existing residents and businesses.	Previous investment in excess capacity recouped from new development, returned to general fund.
Effect	No erosion in current services; all residents and businesses will continue to be served as now.	More facilities to be financed, but all residents and businesses will enjoy increased services.	Fewer facilities to be financed and need for new facilities delayed; existing residents and businesses will be adequately served but at a lower level than now.

-50-

■ Service Area Considerations

By State Law, any impact fee program must identify the geographic area being served by each of the public facility categories included in the program. A jurisdiction can be broken into several service areas, or could be considered a single service area, depending primarily on the connection between the service being provided by a facility (or set of facilities) and the location of the population that is receiving that service. The Development Impact Fee Act sets one ground rule:

*Service areas shall be designated on the basis of sound planning
or engineering principles or both.*

Thus, service areas cannot be arbitrarily defined but must be rationally established based on the way the jurisdiction actually plans and finances its facilities and delivers services in each public facility category.

The designation of service areas serves several purposes. First, it identifies the persons who will be served and what capital facilities will serve them. This, in turn, serves to identify the persons who should be paying impact fees for those facilities. The establishment of a service area is also a 'pledge' on behalf of the local government that a consistent level of service will be provided throughout the service area to new growth and existing development alike. Different service areas can have different levels of service, however. For this reason, it is sometimes advantageous to have more than one service area.

Many governmental services are delivered through an interrelated system of public facilities that serve the entire jurisdiction collectively. Such a single system-wide service area, for instance, would include the entire city. The key to designating a single system-wide service area is that a particular service (such as police protection) is or will be provided equally to all portions of the service area by a facility or interrelated system of facilities.

In other cases, specific public facilities may be planned and financed to serve only specific geographical areas, to the relative exclusion of people located in other areas. In determining whether multiple service areas are warranted, the following considerations should be taken into account:

- **Fair and Reasonable.** Is it fair and reasonable to provide different levels of service to different groups of people in the city? Is there a legitimate reason for providing higher service in one area than another? Certainly, this is sometimes the case.

*Service areas are based on
the way the City plans,
finances and delivers
services.*

*Different service areas can
have different levels of
service.*

- Access.** Is it practical to provide different levels of service to different portions of the city? Can the members of one service area be barred from receiving services from another area? For example, is it practical to have residency requirements for the use of library branches or softball fields? On the other hand, are areas so separated geographically or by natural features that facilities in one area cannot be reached from the other areas? Examples are North and South Fulton County, completely separated by Atlanta, and Bryant County, which is split entirely by Fort Stewart.
- Capital Planning.** Are the different levels of service in different service areas supported by future capital improvements planning? Does a new facility benefit only one part of the city, or does everyone in the city benefit (whether directly or indirectly)? For example, a new softball field could be said to serve a certain area, but it also relieves other existing ball fields from providing service. The new ball field is a direct benefit to the area it serves, and an indirect benefit to the system as a whole.
- Administration.** Is it practical to administer different service areas both in the fee collection phase as well as the fund expenditure phase of the impact fee program? Separate accounts must be maintained for each public facility category (i.e. libraries, parks). With different service areas, the finance department must keep track of sub-accounts (i.e. library impact fees from service area one, library impact fees from service area two, etc.) to be sure that funds collected in a particular service area are expended to provide service to that same service area.
- Fiscal.** Multiple service areas can require that special tax districts be established where existing deficiencies must be funded. The chart on the right compares three different ways that service areas might be applied, and comments on the fiscal requirements. Where existing deficiencies are going to be met with general funds, special tax districts would be required.

Service Area	Based on:	Description	Fiscal Considerations
Single	Adopted City-wide LOS	A single service area including the entire population served by the facility.	The funding of any existing deficiency is the responsibility of the entire existing service population.
Multiple	Adopted City-wide LOS	Multiple service areas each with the same adopted city-wide LOS; based on population served some deficiency <u>will</u> be present.	Funding for existing deficiencies in an individual service area is the responsibility of the population of that service area; would require special tax districts if paid for with general funds.
Multiple	Different Adopted LOS Standards	Multiple service areas with different adopted LOS standards; based on population served in the service area some deficiency <u>could</u> be present.	Funding for existing deficiencies in an individual service area is the responsibility of the population of that service area; may require special tax districts if deficiency exists and is to be paid for with general funds.

■ Exemptions

Under State law the City of Dunwoody can charge no more than the ‘fair share’ to new growth for the eligible capital facility projects necessary to serve that growth. The impact fee calculations produce a figure that is the maximum allowable fee that could be charged. This fee can be reduced in either of two ways: the City could decide to reduce the fees by a percentage ‘across the board’ for all land uses, or the City could provide exemptions for certain land uses that it wants to promote. (These two methods of fee reduction can be used together or separately.) The Development Impact Fee Act allows exemptions from impact fees under specific circumstances as follows:

A city development impact fee ordinance may exempt all or part of particular development projects from development impact fees if:

- (1) Such projects are determined to create extraordinary economic development and employment growth, or affordable housing;
- (2) The public policy which supports the exemption is contained in the city’s comprehensive plan; and
- (3) The exempt development’s proportionate share of the system improvement is funded through a revenue source other than development impact fees.

Any exemptions granted by the City must be reimbursed from non-impact fee revenue.

Examples

There are virtually no examples in Georgia of affordable housing exemptions. The following examples focus on various approaches to exemptions for economic development. The first example is a general exemption covering an entire jurisdiction (Henry County) while the second example is a more focused exemption policy, tied to a specific geographic area (Fayetteville). An exemption policy for Dunwoody could follow either approach, though it is recommended that the City consider a tiered approach. Under this system, there would be a general policy for the entire city, with separate areas identified for exemptions tied to specific land uses. This would be a way to encourage redevelopment in certain areas that would be consistent with the City’s *Comprehensive Plan*.

Henry County Exemption Statement –

Henry County recognizes that certain development projects provide extraordinary benefit in support of the economic advancement of the county's citizens over and above the access to jobs, goods and services that such uses offer in general. Henry County therefore intends to encourage extraordinary economic development and employment growth of public benefit, as more fully defined and incorporated in the County's **adopted Economic Incentives Program**. The Board of Commissioners will favorably consider waiving the development impact fee in whole or in part for such a business or development project **upon the recommendation of the Henry County Development Authority** that the business or project represents extraordinary economic development and employment growth. It is also recognized that the cost of system improvements otherwise foregone through waiver of any impact fee must be funded through revenue sources other than impact fees.

Henry County linked exemptions to economic development incentive packages recommended by the Development Authority, based on qualifying criteria.

Fayetteville Exemption Statement –

The City's Economic Development Committee has determined that the City's best opportunity, taking into account the City's infrastructure and services, for extraordinary economic development and employment growth is through the **encouragement of businesses specializing in scientific research and development, business parks and tourism emphasizing the historical district of the City, called 'Main Street,' and businesses which support tourism, such as restaurants**. The City, pursuant to the public policies contained in the Fayetteville Comprehensive Plan, has determined that the encouragement of the development of the Main Street area of the City and businesses related to tourism of the Main Street area, and business specializing in research and development and business parks, will tend to create extraordinary economic development and employment growth within the City.

The following development projects shall be **partially exempt** from the payment of developmental impact fees that would otherwise be assessed, as follows:

1. Any non-residential use within the Main Street District, as geographically defined in the City's Architectural Control Ordinance, shall be granted a forty percent (40%) partial exemption from developmental impact fees.

Fayetteville established specific exemptions granted administratively based on goals for downtown revitalization in their Comprehensive Plan.

2. The following uses developed within the City of Fayetteville shall be granted a forty percent (40%) partial exemption from developmental impact fees:
 - i. Quality Restaurants, Institute of Traffic Engineers (ITE) Land Use Code 831, as defined in the ITE publication entitled *Trip Generation*, 5th Edition, incorporated herein by this reference.
 - ii. Research and Development Building, Institute of Traffic Engineers (ITE) Land Use Code 760, as defined in the ITE publication entitled *Trip Generation*, 5th Edition, incorporated herein by this reference.
 - iii. Business Park Building, Institute of Traffic Engineers (ITE) Land Use Code 770, as defined in the ITE publication entitled *Trip Generation*, 5th Edition, incorporated herein by this reference.
3. Uses described in Paragraph 2 above, when developed within the Main Street District, shall be granted an eighty percent (80%) partial exemption from developmental impact fees.

■ Annual CIE Review and Reports

As part of an impact fee program, State law requires that the program be reviewed at least once a year after adoption. This requirement is an opportunity to review facility planning, forecasts, policies, and levels of service. To complete the review, several reports are required:

1. **Short Term Work Program.** The Short Term Work Program (STWP) is a component of the City's *Comprehensive Plan*. If the City collects impact fees, the STWP must be updated annually. The STWP covers the next five years, and describes the anticipated capital improvements to be undertaken in that timeframe. Estimated project costs are included, and sources of funding are identified. For impact fee eligible projects, the percentage of funds expected from impact fees must be shown.
2. **Financial Report.** The City must provide a Financial Report—based on the City's annual audit—that shows the amount of impact fees collected, expended, encumbered, or saved for the year. The funds expended and encumbered are matched up with the projects funded.
3. **Capital Improvements Element.** The CIE itself should be reviewed annually, and updated if needed. The population and employment forecasts, any debt service calculations, and tax base forecasts should be reviewed. Any changes in the basic assumptions of the CIE should be reflected in the annual update. If projects or project costs have changed, or if City policies have changed (i.e. a change in the adopted level of service), then the CIE would need to be updated. By law, the City can charge no more than the 'fair share' of capital improvements to the new development served by those facilities. The methodology of the CIE can be used to re-calculate the impact fee amount, based on any changes made.

Importantly, impact fees are based on the 'net present value' of project costs ('net,' that is, of future inflation and construction cost increases). Inflation in the economy and in the cost of future projects should be reviewed annually to update the net present values (and thus the impact fees). For instance, as the anticipated cost of future construction increases (ameliorated by changes in the consumer price index that affect the 'discount rate'), the net present value should be recalculated to keep up with anticipated improvement costs. This annual money-management review by the City will assure that sufficient funds will be available when needed.

The impact fee program, including the CIE and STWP must be reviewed annually.



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MEMORANDUM

To: Mayor and City Council
From: Warren Hutmacher, City Manager
Date: February 15, 2011
Subject: **E-911 Update**

BACKGROUND

The City of Dunwoody continues to evaluate options for the provision of enhanced 911 emergency communications services. A staff committee was formed in November 2009 to evaluate all options that would improve the E-911 services provided to the City of Dunwoody.

Staff engaged a consultant to evaluate the projected revenue that the City of Dunwoody would be entitled to if the City collected the E-911 fees in the City limits. Our extensive research projects that the City would collect between \$900,000 and \$1,200,000 in fees annually. Staff recommends using a \$900,000 revenue estimate to evaluate service options. Although we will likely exceed this figure, to be conservative, we have chosen to evaluate options using the low end of the projected range. The actual revenue estimate we have received from our consultants is \$1,005,912.

Three viable options exist for the provision of this service:

1. Dunwoody provides its own E-911 services, starting a Dunwoody 911 center.
2. Dunwoody contracts with the Chattahoochee River 9-1-1 Authority (ChatComm) for E-911 services.
3. Dunwoody negotiates with DeKalb County for an enhanced level of E-911 services.

In October 2010, staff recommended the City Council enter into an IGA with ChatComm for E-911 services. The recommendation was based on the following points:

1. ChatComm has a proven record as a quality service provider with dependable leadership.
2. The IGA with ChatComm provides for a fixed cost expense model. The City would be responsible for \$570,000 in transition and startup costs and an annual payment of \$1,200,000 for dedicated dispatch services.
3. The City would be provided with dedicated call taking and dispatch services.
4. The agreement would conclude on August 31, 2014 with the ability to terminate with six months notice with or without cause.
5. The City is a subscriber to the system and would not be responsible for technology refreshes, new equipment, or any unexpected costs.



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6. The agreement provides for a service level agreement that is enforced through monetary penalties for non-compliance with the agreement.
7. The agreement provides regular reporting, custom statistical reports, annual reports, and direct access to all call data and reporting information.
8. The partnership with ChatComm would eliminate problems with wireless calls in Dunwoody that are sent to ChatComm currently instead of to the DeKalb County 911 center.
9. The agreement includes advanced technologies and service level upgrades such as Smart 911, automatic aid between the Sandy Springs Police Department and the Dunwoody Police Department, and the ability to implement systems such as video surveillance cameras.

As discussed in October, staff carefully evaluated the option of Dunwoody operating a 911 center on its own. Because of the high costs and risks, staff recommended entering a contractual subscriber based system for the immediate future. Such an arrangement would provide firm cost controls with no escalation, while allowing the City to establish firm revenue numbers, receive a high level of service, and eliminating the responsibilities on existing staff to manage this service on a daily basis.

In November 2010, Council delayed a vote on the passage of an IGA with ChatComm to allow additional information to be gathered and provide additional time to work with DeKalb County and negotiate a new IGA that would include dedicated dispatch and a dedicated radio channel.

DeKalb County has since responded with a proposal for consideration that would enhance the level of service they are currently providing to the City. The proposal includes a cost structure that would equal the amount of money collected by the County through the E-911 fee in the City limits, but would require the City to purchase necessary equipment to effectuate some additional services such as AVL and Silent Dispatch. The negotiated IGA with DeKalb is attached to this memorandum. While this proposal does not include a number of elements included in the IGA with ChatComm, it does provide for significant improvements from our current service delivery model with the County.

Staff has also renegotiated our original agreement with ChatComm. The updated IGA includes a price reduction of \$125,000 on an annual basis through the term of the contract with no reduction in service delivery standards. The revised IGA is also attached to this memorandum.

ANALYSIS

Based on the renegotiated agreement with ChatComm, staff further analyzed the service delivery options based on the new financial picture. The charts on the following page illustrate how start up costs are a significant factor in the first year, however, in the longer term, when examining over a multiple year period, they are only part of the cost.

The charts represent two different assumptions for revenue, the first (A) at a more conservative \$900,000 and the second (B) at \$1,005,912, the level predicted by the consultant who worked with staff to conduct cash flow analysis.



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(A) Conservative Revenue Estimate Level (\$900,000 Annually)

Service Delivery Options	Year 1			Year 2		Year 3		Total (Over 3 Years)	
	Start Up Costs	Total Cost (including start up)	General Fund Needs	Cost	General Fund Needs	Costs	General Fund Needs	Estimated Cost	Estimated General Fund Needs
Dunwoody	\$350,737	\$1,655,885	\$755,885	\$1,363,224	\$463,224	\$1,401,106	\$501,106	\$4,420,215	\$1,720,215
ChatComm	\$570,000	\$1,645,000	\$745,000	\$1,075,000	\$175,000	\$1,075,000	\$175,000	\$3,795,000	\$1,095,000
DeKalb	\$135,592*	\$1,035,592	\$135,592	\$900,000	\$0	\$900,000	\$0	\$2,835,592	\$135,592

(B) Projected Revenue Estimate Level (\$1,005,912 Annually)

Service Delivery Options	Year 1			Year 2		Year 3		Total (Over 3 Years)	
	Start Up Costs	Total Cost (including start up)	General Fund Needs	Cost	General Fund Needs	Costs	General Fund Needs	Estimated Cost	Estimated General Fund Needs
Dunwoody	\$350,737	\$1,655,885	\$649,973	\$1,363,224	\$357,312	\$1,401,106	\$395,194	\$4,420,215	\$1,402,479
ChatComm	\$570,000	\$1,645,000	\$639,088	\$1,075,000	\$69,088	\$1,075,000	\$69,088	\$3,795,000	\$777,264
DeKalb	\$135,592*	\$1,141,504	\$135,592	\$1,005,912	\$0	\$1,005,912	\$0	\$3,153,328	\$135,592

* Both charts assume that if the City remains with DeKalb we would purchase Silent Dispatch and AVL equipment

RECOMMENDATION

Staff continues to recommend the City enter into an IGA with ChatComm to become a subscriber to their 911 system. The re-negotiated IGA gives the City a fair price for services rendered, expense controls, performance metrics and an opportunity to partner with a neighboring community that completes our western and northern border.

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
911 EMERGENCY COMMUNICATIONS SERVICES
Between
DEKALB COUNTY, GEORGIA and
THE CITY OF DUNWOODY, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between DeKalb County, Georgia (“County”) and the City of Dunwoody, Georgia (“City”).

WHEREAS, DeKalb County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City is a municipality created by the 2008 Georgia General Assembly pursuant to Senate Bill 82 (hereinafter referred to as “SB 82”); and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement to provide 911 emergency communications services within the boundaries of Dunwoody for a period of one year beginning January 1, 2011 ; and

WHEREAS, the County and the City wish to establish the cost of 911 emergency communications services to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide the vital and necessary communications link between Dunwoody’ citizens, the DeKalb County Police department, the Dunwoody Police department, and the DeKalb County 911 Communications Center through use of the County’s consolidated 911 call reception and radio dispatching of requests for public safety services.

**ARTICLE 2
DEFINITIONS**

For the purposes of this Agreement, the following terms shall be defined as:

2.1 *Chief of Police* means the DeKalb County police chief or designee.

2.2 **911 Emergency Communications Services** means the receipt of incoming calls for service through the enhanced 9-1-1 telephone system for emergency and non emergency requests for medical, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police precinct or agency. This is considered the vital and necessary communications link between citizens and DeKalb County Police Department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. This will also be considered the vital and necessary communications link between citizens through the DeKalb County Police Department and to the Dunwoody police department through consolidated, Enhanced 911 call reception and radio dispatching of requests for public safety services. The Countywide 800 MHz trunked radio system (hereinafter “County 800 MHz Radio System”) is the primary method of dispatching calls for service to DeKalb County field units and the DeKalb County contracted private ambulance services dispatched through 911.

ARTICLE 3 TERM OF AGREEMENT

The term of this Agreement is for one year, commencing January 1, 2011 at 0000 hours and concluding at 2400 hours on December 31, 2011. This Agreement shall automatically renew without further action by the City or the County on the first of each succeeding year for an additional one (1) year for a total lifetime Agreement of fifty (50) years, unless previously terminated in accordance with the termination provisions of this Agreement. At the conclusion of this term, the City will be solely responsible for providing all 911 emergency communications services within its boundaries, unless extended by mutual Agreement approved by both governing bodies. The parties agree that, as of December 1, 2010, the County's obligation (pursuant to O.C.G.A. 36-31-8 and Section 6.03 of SB 82) to provide 911 emergency communications services has terminated.

ARTICLE 4 COMPENSATION AND CONSIDERATION

For the 911 emergency communication services to be rendered pursuant to this Agreement the County remains entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46-5-134. Nothing in this Agreement shall preclude the County's right to continue to collect such fees for 911 access and services performed during the term of this Agreement as for calls originating within the City of Dunwoody.

ARTICLE 5 PUBLIC SAFETY DIRECTOR

The County Public Safety Director, E911 Director or designee will direct and manage the daily 911 emergency communications services in the City and supervise the delivery of 911 emergency communications services contracted for in this Agreement.

ARTICLE 6 SERVICES

6.1 During the term of this agreement, the County shall provide at least the same 911 emergency communications services to the City that are provided to unincorporated DeKalb County in 2009. In any event, the County shall meet the 911 service requirements as specified by the Georgia Emergency Management Agency. Such 911 emergency communications services shall equal or exceed the 911 emergency communications services provided by the County in 2008 to the area that comprises the territorial limits of the City. The County shall provide 911 emergency communications services on a continual 24-hour per day basis, seven days a week. Concerns with performance levels will be addressed as they occur. Timely notification of performance issues can be made verbally or via written communication. Results will be delivered in a timely manner, and if necessary, further discussions can be held with the appropriate staff from the affected entity.

6.2 During the term of this agreement, the County shall provide a dedicated Radio Talk Group for the City's Police Department.

6.3 During the term of this agreement, the County shall provide a separate "Police Dispatch Position" for dispatching emergency 911 calls and radio traffic for the City of Dunwoody Police Department at the County's 911 center.

6.4 During the term of this agreement, the County shall provide dedicated dispatchers in the 911 Center for dispatching the City of Dunwoody Police Department. These dedicated dispatchers shall come from a core group of not more than 21 dispatchers as assigned by the Chief of the DeKalb County 911 Center with input from the Chief of the Dunwoody Police Department. All dispatchers assigned to this core group will complete a Dunwoody Orientation Class. This Orientation Class will be designed jointly by the Chief of the DeKalb County 911 Center and the Chief of the Dunwoody Police Department. While assigned to dispatch the City of Dunwoody Police, a dedicated dispatcher shall perform the dispatch duties related solely to the dispatch of the City's Police force and shall not perform dispatch or related duties for any other jurisdiction.

6.5 The County shall diligently pursue providing Automatic Vehicle Location capabilities in the 911 Center for the City of Dunwoody police vehicles. Any required vehicle equipment shall be provided by the City of Dunwoody.

6.6 During the term of this agreement, the County shall provide "Silent Dispatch" capabilities in the 911 Center for the City of Dunwoody Police Department. Any Required vehicle equipment shall be provided by the City of Dunwoody.

6.7 The County and the City shall jointly evaluate the desirability of implementing Smart 911 capabilities.

ARTICLE 7

EQUIPMENT

7.1 The County agrees to provide DeKalb County personnel assigned to dispatch for the City of Dunwoody Police Department, with all necessary equipment in connection with this Agreement in order to perform the agreed upon 911 emergency communications services, in accordance with DeKalb County Emergency 911 Dispatch Center policies and procedures.

7.2 The County shall provide the City with access rights to DeKalb County Computer-Aided Dispatch system for the limited purpose of collecting E-911 data, running reports, analyzing and statistical reporting based upon E-911 data. The City shall be responsible for the cost associated with establishing the physical connection to DeKalb County Computer-Aided Dispatch system, if necessary to access the system.

7.3 The City of Dunwoody shall maintain the equipment in the City's police cars and at the Dunwoody Police Department during the term of the agreement.

ARTICLE 8 EMPLOYMENT STATUS

8.1 All County personnel assigned under this Agreement are and will continue to be employees of the County for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievance, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers compensation and disciplinary functions.

8.2 All County personnel assigned under this Agreement are and will continue to be part of the DeKalb County police department.

ARTICLE 9 RECORDKEEPING AND REPORTING

9.1 Except as limited by any provision of state or federal law, the City may request, review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 10 CITY-COUNTY RELATIONS

10.1 The County shall be the sole provider of 911 emergency communications services within the City during the term of this Agreement.

10.2 The City shall be notified at least 90 days before any change is made to any technology used in or by any system or equipment that will impact the provision of E-911 Emergency Communications Services.

10.3 The City shall be provided notice at least 60 days before any request for proposal, request for quote, or any similar request is issued relating to any technology used in or by any

system or equipment that will impact the provision of E-911 Emergency Communications Services.

**ARTICLE 11
TRANSITION**

The County and City agree that at least ninety (90) days prior to termination of this Agreement, the City Manager and the Executive Assistant will meet and confer to effect a smooth transition.

**ARTICLE 12
TERMINATION AND REMEDIES**

12.1 The City may terminate this Agreement with or without cause by giving one hundred and eighty (180) days prior written notice to the County. If the City intends to terminate this Agreement for cause, the City must notify the County in writing, specifying the cause, extent and effective date of the termination. The County shall have thirty three (33) days after the date of the written notice from the City to cure the stated cause for termination.

12.2 If the County intends to terminate this Agreement for cause, the County must notify the City in writing, specifying the cause, extent and effective date of termination. The City shall have thirty three (33) days after the date of the written notice from the County to cure the stated cause for termination.

12.3 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

**ARTICLE 13
NOTICES**

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. The parties agree to give each other non binding duplicate facsimile notice. Notices shall be addressed to the parties at the following addresses:

If to the County:

Richard Stogner, Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-2883, Office number
404-371-2116, Facsimile number

With a copy to:

Lisa Chang, County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3011, Office number

404-371-3024, Facsimile number

If to the City: Warren Hutmacher, City Manager
City of Dunwoody
41 Perimeter Center East, Ste. 250
Dunwoody, Georgia 30346
Office number: 678-382-6700
Facsimile number: 770-396-4705

With a copy to: Brian Anderson, City Attorney
41 Perimeter Center East, Ste. 250
Dunwoody, GA 30346
678-382-6700

**ARTICLE 14
EXTENSION OF AGREEMENT**

This Agreement may be extended at any time during the term by mutual consent of both parties so long as such extension is approved by official action of the City Council and approved by official action of the County governing authority.

**ARTICLE 15
NON-ASSIGNABILITY**

Neither party shall assign any of the obligations or benefits of this Agreement.

**ARTICLE 16
ENTIRE AGREEMENT**

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement. This Agreement constitutes the entire understanding and agreement between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral or written agreements or understandings. No representation oral or written not incorporated in this Agreement shall be binding upon the City or the County. All parties must sign any subsequent changes in the Agreement.

**ARTICLE 17
SEVERABILITY, VENUE AND ENFORCEABILITY**

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This

Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

ARTICLE 18 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 19 INDEMNITY

19.1 It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation. It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, assert all statutory defenses, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County participation.

19.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 20 COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

#F.4.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DEKALB COUNTY, GEORGIA

Burrell Ellis
Chief Executive Officer

(SEAL)

Clerk of the DeKalb County, Georgia
Board of Commissioners of DeKalb County,
Georgia

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Lisa Chang
County Attorney

Richard Stogner
Executive Assistant

CITY OF DUNWOODY, GEORGIA

Ken Wright
Mayor

Sharon Lowery
City Clerk (SEAL)

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Brian Anderson
City Attorney

Warren Hutmacher
City Manager

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF
9-1-1 EMERGENCY COMMUNICATIONS SERVICES
BETWEEN DUNWOODY, GEORGIA
AND THE CHATTAHOOCHEE RIVER 911 AUTHORITY**

**THIS INTERGOVERNMENTAL AGREEMENT is entered into by and between
Dunwoody, Georgia (“Dunwoody” or “City”) and the Joint Public Safety and Judicial
Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia (the
“Authority”), this __ day of _____, 2011.**

WITNESSETH

WHEREAS, Dunwoody is a municipality created by the 2008 Georgia General Assembly pursuant to Ga. L. 2008, p. 3526 ; and

WHEREAS, the Georgia Constitution, Article IX, §2, ¶3 authorizes cities to provide services relating to fire and police protection; and

WHEREAS, in December of 2008, Dunwoody entered into an Intergovernmental Agreement (the “Dunwoody 911 IGA”) with DeKalb County to provide 911 Emergency Communications Services within the boundaries of Dunwoody, which established the cost of enhanced 911 emergency call reception and public safety dispatch services to be provided by DeKalb County; and

WHEREAS, DeKalb County continues to provide 911 communications services to Dunwoody pursuant to the terms of the Dunwoody 911 IGA, which will terminate upon 180 days notice; and

WHEREAS, the City of Sandy Springs and the City of Johns Creek have created a joint public safety and judicial facility authority known as “The Joint Public Safety and Judicial Facilities Authority for the Cities of Sandy Springs, Georgia and Johns Creek, Georgia,” doing business as the Chattahoochee River 911 Authority; and

WHEREAS, the Authority operates a joint consolidated public safety answering point in its emergency communications center (the “911 Center”) on a 24-hour basis, 365 (366 during leap years) days per year, from which the 911 communication services contemplated under this Agreement will be rendered for Sandy Springs, Johns Creek, and Dunwoody; and

WHEREAS, Dunwoody desires to receive 911 communication services from the 911 Center; and

WHEREAS, this Agreement establishes the cost of 911 communication services to be provided by the Authority to Dunwoody pursuant to this Agreement; and

WHEREAS, Dunwoody desires to maintain a mutually beneficial, efficient, and cooperative relationship that will promote the interests of the citizens of Dunwoody, Sandy Springs, and Johns Creek; and

WHEREAS, Dunwoody and the Authority have authorized the execution of this Agreement through appropriate Resolutions adopted by their governing bodies; and

NOW, THEREFORE, in consideration of the following mutual obligations, Dunwoody and the Authority agree as follows:

**ARTICLE 1
PURPOSE AND INTENT**

The purpose of this Agreement is to provide the vital and necessary communications link between Dunwoody's citizens, the Dunwoody Police Department, other public safety agencies serving Dunwoody, and the Authority's consolidated 911 call reception and radio dispatching of requests for public safety services.

The Authority will operate a joint consolidated public safety answering point in its emergency communications center (the "911 Center").

**ARTICLE 2
DEFINITIONS**

911 Emergency Communications means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire, and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring on-scene investigation by a field unit to the appropriate police precinct or agency. At the present time, the DeKalb County 800 MHz trunked radio system is the primary method of dispatching calls for service to Dunwoody field units.

Cutover Date means the point at which Dunwoody 9-1-1 calls are routed to and received and processed for dispatch by ChatComm. The targeted cutover date is September 1, 2011 at 00:00 hours.

Subscriber means that Dunwoody shall be provided the agreed-upon 911 emergency communications services, but shall not be required to make any financial capital outlay contributions, either retroactively or in the future, to the Authority during the duration of this Agreement. Furthermore, the Subscriber status shall not in any way provide Dunwoody with a seat or vote on the Authority Board. The purchase of equipment as stated in 10.5 and 10.6 shall not be considered financial capital outlay or contributions.

**ARTICLE 3
TERM OF AGREEMENT**

- 3.1 This Agreement shall commence on March 1, 2011 and shall terminate at 24:00 hours on August 31, 2014.
- 3.2 Following the initial term of this Agreement as defined above, this Agreement shall automatically continue on an annual basis unless at least six (6) months prior to each

anniversary of the Cutover Date, either Party provides written notice of its intention not to renew this Agreement.

ARTICLE 4 COMPENSATION AND CONSIDERATION

- 4.1 Dunwoody shall pay the Authority the sum of one million, seventy-five thousand dollars (\$1,075,000.00) annually, payable in twelve (12) equal monthly installments of eighty-nine thousand five hundred eighty-three dollars and thirty-three cents (\$89,583.33). The Authority will invoice Dunwoody for the monthly installment on the first (1st) day of each month for services performed during the previous month, with the first invoice for monthly installment one month after the cutover date. Dunwoody agrees to pay the monthly installment no later than fifteen days after the date of the invoice for services. In the event that services are to be rendered by the Authority for less than a full calendar month, Dunwoody shall only pay a pro-rated portion of the standard full monthly payment. For example, should services need to be rendered for fifteen (15) days of a 31-day month, Dunwoody would be responsible for paying only fifteen times the daily rate of the standard eighty-nine thousand five hundred eighty-three dollars and thirty-three cents (\$89,583.33) monthly installment, or forty-three thousand three hundred forty-six dollars and seventy-seven cents (\$43,346.77).
- 4.2 Should Dunwoody fail to meet its financial obligations under this Agreement, the Authority shall not withhold any 911 services from the citizens of Dunwoody as a remedy against the City of Dunwoody, unless the Authority has obtained a valid court order authorizing the cessation of services or has terminated the Agreement pursuant to the notice requirements of Section 3.2.
- 4.3 The Authority shall not have the power to force Dunwoody to pay more than one million, seventy-five thousand dollars (\$1,075,000.00) annually. Specifically, this means that Dunwoody shall not be required to make any financial capital outlay contributions, either retroactively or in the future, to the Authority during the duration of this Agreement unless an enhancement is mutually-agreed upon, in writing, prior to expenditure. The purchase of equipment pursuant to 10.5 and 10.6 shall not be considered in this amount and shall not be considered to be a financial capital outlay or contribution.
- 4.4 Should Dunwoody's actual call volume exceed that of the data provided to the Authority by 10% or more and the Service Level Metrics are unable to be achieved, then the Parties agree to augment staffing levels to meet the additional demand for services. The incremental cost associated with the mutually-agreed upon staff augmentation will be added to Dunwoody's monthly installments. The data made available by Dunwoody to the Authority indicated approximately thirty-eight thousand four-hundred and twenty five (38,425) total incidents annually, or three-thousand two-hundred and two (3,202) monthly.

ARTICLE 5 SERVICES

- 5.1 The Authority shall provide Dunwoody citizens 911 services at the same Service Level Metrics provided to citizens of Sandy Springs and Johns Creek, unless there is agreement between the Parties to do otherwise. After the Cutover Date, the Authority's response to 911 calls shall meet the performance standards set forth in **Schedule A**. Those standards shall be used for determining the Authority's compliance under this Agreement, notwithstanding the adoption of more stringent standards by any other administrative or governmental entity having legal authority over such matters.
- 5.2 At the present time, DeKalb County Fire and Rescue provides all fire, rescue, and emergency medical services to Dunwoody. All calls for fire, rescue, or emergency medical services (EMS) shall be transferred to DeKalb County's PSAP for dispatch of appropriate Fire and EMS resources.
- 5.3 The Authority shall design, procure, install, configure, test, make operational, and refresh all required technology systems and equipment to support the integration and provision of the equivalent level of technology services as received by Sandy Springs and Johns Creek to Dunwoody. The Authority shall provide 24 hours a day/365 day a year support and operation of those technology systems through combinations of on-site staff, resources at other locations, and vendor support agreements. The Authority will make every effort to implement technology configurations that are highly reliable and avoid single points of failure whenever reasonably possible.
- 5.4 Beginning on the first day of the fifth month of PSAP operation, the sanctions set forth in **Schedule B** shall be employed as penalties for deficient performance by the Authority. All penalties incurred by the Authority shall be deducted from Dunwoody's next payment to the Authority pursuant to the terms of this Agreement. Dunwoody shall take into consideration unforeseen events and unpredictable service overloads before imposing any penalty. These events will be monitored and reviewed by Dunwoody and the Authority to decide if the events caused an unforeseen impact on the performance metrics.

ARTICLE 6 ANCILLARY SERVICES

- 6.1 The Authority must provide a variety of ancillary services incumbent on a large metropolitan public-safety answering point. These services will be provided to Dunwoody, at the equivalent level of services received by Sandy Springs and Johns Creek, pursuant to this Agreement and shall include, but not necessarily be limited to, technical operations, administration, quality assurance and training, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public-safety answering point.
- 6.2 The Authority will provide, at the equivalent level of services received by Sandy Springs and Johns Creek, assistance with the collection of 9-1-1 fee on telephone service in the corporate limits of Dunwoody for Wired (Land Lines) Service Providers, Wireless Service Providers, and any other telephone provider allowed by state and/or federal law that are charging the 9-1-1 fee on telephone service.
- 6.3 Fees hereunder shall be collected directly by the City of Dunwoody.

**ARTICLE 7
RETAINED POWERS OF THE PARTIES**

- 7.1 The Authority retains all discretion in the hiring of its employees and in maintaining policies and procedures for the efficient running of the Authority.
- 7.2 Dunwoody shall retain exclusive control over Dunwoody employees, including, but not limited to, all police officers and any and all fire or rescue personnel that may be hired by Dunwoody during the term of this Agreement.

**ARTICLE 8
EMPLOYMENT STATUS**

- 8.1 The Authority shall ensure sufficient personnel are dedicated to both handling Dunwoody's call volume in order to meet the Service Level Metrics outlined in **Schedule A**, as well as providing Dunwoody with at least one dedicated police dispatch position 24 hours per day, 7 days per week.
- 8.2 All telecommunicators serving Dunwoody are and will continue to be employees of the Authority or its contractor for all purposes, including but not limited to: duties and responsibilities, employee benefits, grievances, payroll, pension, promotion, annual or sick leave, standards of performance, training, workers' compensation, and disciplinary functions.
- 8.3 All telecommunicators serving Dunwoody shall be subject to any and all policies and procedures developed by the Technical Advisory Council (TAC) and maintained by the Authority.
- 8.4 The Authority or its contractor shall have the right to terminate the employment—for any reason—of any employee who is serving Dunwoody, so long as the Authority continues to meet the Service Level Metrics outlined in **Schedule A**.

**ARTICLE 9
RECORDKEEPING AND REPORTING**

- 9.1 Except as limited by any provision of state or federal law, Dunwoody may request, review, and access data and Authority records to ensure compliance with this Agreement at no cost to Dunwoody.
- 9.2 As provided in **Schedule A**, the Authority will provide, at no cost to Dunwoody, monthly reports detailing 911 Emergency Call Answering Performance as measured through standard traffic and performance reports out of the 911 telephone switch, and Dispatchable Call Processing and Dispatching Performance as measured through the 911 telephone and computer aided dispatch systems. Monthly reports shall be provided to Dunwoody within ten (10) business days after the last day of each month.

- 9.3 Annual reports to Dunwoody detailing, at a minimum, the Authority's performance for the previous calendar year, including those metrics specified in **Schedule A**, as well as a quality assurance report shall be provided to Dunwoody, at no cost, no later than January 31st of each year.
- 9.4 Additionally, as provided in **Schedule A**, the Authority will provide, at no cost to Dunwoody, periodic reports detailing General Managerial and Operational Performance as measured through the Quality Assurance program.
- 9.5 Dunwoody owns all data, maps, and related service call information within the corporate limits of Dunwoody. This initial information and all future updates shall be provided to the Authority for the efficient and accurate dispatch of Dunwoody calls for service at no additional cost, subject to any appropriate data-sharing agreement between the Parties. Should the quality of the data and maps provided by Dunwoody delay the Authority's ability to process calls for dispatch, the Parties will consider exclusions to the sanctions detailed in **Schedule B**.
- 9.6 The Authority shall be responsible for honoring and responding to all Open Records Requests in accordance with state law and providing a copy of both the request and response to Dunwoody at no cost to the City.

ARTICLE 10 TRANSITION

- 10.1 The Authority shall provide an entirely seamless transition and integration between the 911 services being provided to Dunwoody by the DeKalb system to the services provided by the Authority's system.
- 10.2 The Authority shall be responsible for coordinating the cutover with all appropriate telecommunications companies and service providers to ensure that beginning on the Cutover Date all 911 service calls are directed to the Authority. This transition shall include testing of call locations throughout Dunwoody following the cutover.
- 10.3 The Authority shall be responsible for coordinating with DeKalb County or another mutually agreed-upon radio system for the dispatching of Dunwoody's calls for service on the DeKalb County 800 MHz trunked radio system. Dunwoody shall be financially responsible for any radio subscription fees for its mobile and portable radios.
- 10.4 Time is of the essence and the transition from Dunwoody's current service provider to the Authority shall occur on the specified Cutover Date. Failure to coordinate cutover on the specified Cutover Date shall result in financial penalties as outlined in **Schedule B**.
- 10.5 All one-time costs associated with the transition, including materials purchased in order to provide 911 communication services for the Dunwoody, should be accounted for separately and invoiced separately to Dunwoody as provided in **Schedule C**. In total this amount will not exceed \$570,000.00.
- 10.6 All materials purchased in order to provide 911 communication services for Dunwoody as provided in **Schedule C** shall become the property of Dunwoody if this Agreement has been terminated pursuant to the notice requirements of Section 3.2.

**ARTICLE 11
CITY-AUTHORITY RELATIONS**

- 11.1 The Authority shall be the primary public safety answering point and sole provider of 911 emergency communication services within Dunwoody, with the exception of fire and EMS dispatching, so long as this Agreement remains in effect.
- 11.2 The Authority shall provide critical incident notifications to designated Dunwoody officials. Prior to the cutover date, the Parties shall determine which incident types are to require critical incident notifications.
- 11.3 The Authority shall notify Dunwoody in the event of any media inquiry. The Authority shall not speak on behalf of Dunwoody.

**ARTICLE 12
DUNWOODY'S STATUS**

- 12.1 Dunwoody shall be a Subscriber to the Authority's services. As such, Dunwoody shall not, so long as it is merely a Subscriber to the Authority's services, have any voting representative(s) on the Authority's Board of Directors.
- 12.2 The Authority shall provide reasonable notice, in the same manner and timeliness provided to Sandy Springs and Johns Creek, to Dunwoody of any meeting of the Authority's Board of Directors. Dunwoody shall have the right to send a non-voting representative to the meetings of the Authority's Board of Directors.
- 12.3 Dunwoody shall participate in the meetings of the Authority's Technical Advisory Council. Dunwoody's representatives include, but are not necessarily limited to, the Chief of Police of the Dunwoody Police Department or his or her designee and Dunwoody's Information Technology Manager or his or her designee.
- 12.4 Dunwoody shall participate in the meetings of the Authority's Information Technology Committee meetings. Dunwoody's representatives include, but are not necessarily limited to, Dunwoody's Information Technology Manager or his or her designee.
- 12.5 The Chief of Police of the Dunwoody Police Department shall work with the Authority to set protocol for Dunwoody police dispatch procedures. Once initial dispatch procedures have been established, it is recognized that from time to time, Dunwoody will need to make adjustments or changes in the dispatch procedures for their field resources. The Authority shall implement any change as soon as practical but no longer than within thirty (30) days of a written request unless mutually-agreed upon significant technological or operational changes are required.

**ARTICLE 13
EVENT OF DEFAULT**

- 13.1 An event of default shall mean a material breach of this Agreement by the Authority as follows:

13.1.1 The Authority does not maintain sufficient personnel, as determined in Article 8, in the 911 Center for a period of longer than five (5) days.

13.1.2 The Authority's failure to meet the metrics specified in **Schedule A** for any three (3) months in a twelve (12) month period during the Term of this Agreement shall constitute a material breach of this Agreement, subjecting the Agreement to termination for cause by Dunwoody pursuant to the provisions of Article 14. Any event that constitutes an exigent circumstance will not count against that month's performance metric. For the purposes of this Agreement, an "exigent circumstance" shall constitute a natural or man-made event that creates an unanticipatable surge of 911 emergency telephone calls.

13.2 An event of default shall mean a material breach of this Agreement by Dunwoody as follows:

13.2.1 Failure of Dunwoody to pay the compensation referred to in Article 4 in a timely manner more than twice in a single calendar year.

ARTICLE 14 TERMINATION

14.1 Dunwoody and the Authority shall each have the power to terminate this Agreement for cause. Should either Party choose to terminate this Agreement under this paragraph, written notice must be provided at least thirty (30) days prior to the effective date of termination.

14.2 Dunwoody and the Authority shall each have the power to terminate this Agreement without cause upon written notice, no less than six (6) months before the effective date of the termination.

ARTICLE 15 NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the Authority: Office of the Executive Director
 Chattahoochee River 9-1-1 Authority
 859 Mount Vernon Highway, Suite 400
 Sandy Springs, GA 30328

With a Copy to: Attorney for the Authority
 Ray S. Smith, III
 JOYCE THRASHER KAISER & LISS, LLC

Five Concourse Parkway, Suite 2350
Sandy Springs, GA 30328

With a Copy to: City Manager
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

With a Copy to: City Manager
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

With a Copy to: City Attorney
City of Sandy Springs
7840 Roswell Road, Building 500
Sandy Springs, GA 30350

With a Copy to: City Attorney
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097

If to Dunwoody: City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

With a Copy to: City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346

**ARTICLE 16
EXTENSION OF AGREEMENT**

- 16.1 This Agreement may be extended at any time during the effective term of this Agreement by mutual consent of both parties, so long as such extension is approved by official action of Dunwoody and by official action of the Authority.
- 16.2 Pursuant to Article 3, following the initial term of this Agreement, this Agreement shall automatically continue on an annual basis unless at least six (6) months prior to each anniversary of the Cutover Date, Dunwoody gives written notice of its intention not to renew this Agreement or the Agreement is terminated pursuant to Article 14.

**ARTICLE 17
NON-ASSIGNABILITY**

Neither party may assign any of the obligations or benefits of this Agreement, except as otherwise provided herein.

ARTICLE 18 ENTIRE AGREEMENT

The Parties acknowledge one to the other, that the terms of this Agreement constitute the entire understanding and agreement of the parties regarding the subject matter of the Agreement and supersedes all prior oral or written agreements or understandings. Any representation, oral or written, not incorporated in this Agreement shall not be binding upon Dunwoody or the Authority. All parties must sign any subsequent changes in the Agreement for such subsequent changes to have binding legal effect.

ARTICLE 19 SEVERABILITY, VENUE, AND ENFORCEABILITY

- 19.1 If a court of competent jurisdiction renders any provision(s), or portion(s) of any provision(s), of this Agreement to be invalid or otherwise unenforceable, that provision or portion of a provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement.
- 19.2 No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant, or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature.
- 19.3 This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof.
- 19.4 Should any Party institute suit concerning this Agreement, the Parties agree that the venue shall be in the Superior Court of DeKalb County, Georgia or the Superior Court of Fulton County, Georgia.
- 19.5 The agents of the Parties have both participated in the drafting of this Agreement. As such, should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing this Agreement need not apply the presumption that the terms hereof should be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same.

ARTICLE 20 BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Parties' successors.

ARTICLE 21 INDEMNITY

- 20.1 To the extent allowed by law, the Authority shall indemnify and hold the City harmless from claims, demands or causes of action which may arise from activities associated with this Agreement.
- 20.2 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of this Agreement, provided the claims are based upon actions that occurred during the performance of this Agreement.

**ARTICLE 22
AMENDMENT**

This Agreement may be modified at any time during the term of this Agreement by mutual written consent of both Parties. Any such mutual written consent must be reached through the official procedures of the Parties.

**ARTICLE 23
COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Authority and Dunwoody have executed this Agreement through their duly authorized officers on this _____ day of _____, 2011.

THE AUTHORITY

ATTEST:

John Kachmar
Authority Chairman
(SEAL)

Elizabeth Warren
Authority Secretary

Approved as to Form:

Approved as to Substance:

Ray S. Smith, III
Authority Attorney

Name
Title

DUNWOODY, GEORGIA

ATTEST:

Ken Wright
Mayor

Approved as to Form:

Brian Anderson
City Attorney

Sharon Lowery
City Clerk (SEAL)

Approved as to Substance:

Warren Hutmacher
City Manager

SCHEDULE A

SERVICE LEVEL METRICS

Service levels delivered by the Authority will be measured and evaluated in three domains:

- 911 emergency call answering performance
- Dispatchable high priority call processing performance and dispatchable call processing performance for all calls that ChatComm is responsible for triaging
- General managerial and operational performance

911 Emergency Call Answering Performance

The speed of answering 911 calls from the public is a key metric in evaluating the responsiveness and effectiveness of a Public Safety Answering Point (PSAP). The initial staffing model developed in collaboration with the cities of Sandy Springs, Johns Creek, and Dunwoody was designed to allow a 911 call answer speed of ten (10) seconds or less for 90% of 911 calls received at the PSAP and thirty (30) seconds or less for 99% of those calls. The call answering time interval shall be defined as that period of time from the recorded time that a call for service is processed through the 911 ANI/ALI controller and commences the ring cycle to the time at which the call is answered and caller interrogation activities begin.

The Authority will make every possible effort to minimize the wait time for the small percentage of callers who have to wait at all, and track statistics for callers who disconnect prior to call answer.

This performance metric will be measured through standard traffic and performance reports out of the 911 telephone switch and reported on a monthly basis to Dunwoody.

Dispatchable Call Processing and Dispatching Performance

Once a 911 call is answered, the time interval from call answer to an incident being available for dispatch to field personnel is the second key metric in evaluating the responsiveness and effectiveness of a PSAP. These incidents are referred to as dispatchable calls. Other 911 calls do not result in a unique incident that is dispatched to field units but instead add further information to existing incidents or are unrelated to incident activity. The initial staffing model developed in collaboration with the cities of Sandy Springs, Johns Creek, and Dunwoody was designed to allow a call processing time of sixty (60) seconds or less for 90% of the dispatchable high priority calls and ninety (90) seconds or less for 95% of those calls. Additionally, the initial staffing model was designed to allow a call processing time of ninety (90) seconds or less for 90% of all calls. ChatComm shall be held to these standards only for those calls that it is responsible for triaging.

The call processing time will only be measured for calls that result in dispatched incidents. The time interval measured shall be defined as that period of time from the call being answered to the time that the computer aided dispatch (CAD) incident entry process is sufficiently complete that the incident is queued for dispatch. The Authority shall continue to transfer all fire and emergency medical services calls to DeKalb County 911 for the dispatch of appropriate resources.

This performance metric will be measured through performance reports out of the 911 telephone and computer aided dispatch systems and reported on a monthly basis to Dunwoody.

In instances where the performance metric for dispatchable call processing and dispatching performance in the Agreement between the Authority and Dunwoody differs from that contained in the Agreement between the Authority and its contractor, the shorter call processing times for high priority calls or all calls shall be enforceable for the purposes of this Agreement.

General Managerial and Operational Performance

Both Parties have an interest in developing a number of additional performance metrics to evaluate the effectiveness of the PSAP operation. A Continuous Quality Improvement Program is a key element of providing continuing assessment of PSAP operations so that performance expectations are met on a consistent basis. The Authority will work with Dunwoody during implementation to define a Quality Assurance program for the PSAP that meets the combined needs and interests of the Authority and Dunwoody. This program will identify both hard and soft metrics for such things as:

- Responsiveness to Requests from the Field
- Complete and Accurate Documentation
- Access to Management Performance Reports and System Data
- Responsiveness to Operational Needs and Stakeholder Public Safety Agencies

Following the commencement of live operations, the Authority will incorporate Dunwoody calls for service into the agreed-upon and established Quality Assurance program and provide periodic reports as outlined in that program.

SCHEDULE B

PENALTY PROVISIONS

Failure to meet the following Service Level Metrics identified in **Schedule A** shall result in financial penalties levied against the Authority:

- 911 Emergency Call Answering Performance – 90% of 911 calls answered within ten (10) seconds
- Dispatchable Call Processing and Dispatching Performance – 90% of dispatchable high priority calls ready for dispatch within sixty (60) seconds and 90% of all dispatchable calls ready for dispatch within ninety (90) seconds for those calls that ChatComm is responsible for triaging.

The intent of the financial penalty calculation mechanism is to reinforce the importance of the Service Level Metrics with a financial penalty. Failure to meet either one of these Service Level Metrics by a value 10% lower than the target performance results in a reduction of Dunwoody's monthly payment by 10%. Therefore, if both the Metrics were not met by this margin in a given month, Dunwoody's monthly payment would be lowered by 20%.

If the Metrics are missed by other percentage increments, the mathematical relationship to establish the penalty would be 0.1% of the monthly payment for each 0.1% that the Authority falls below the established 90% Metric. The table on the following page provides a visualization of this penalty provision applied against Dunwoody's monthly payment.

Continued on next page

Penalty Calculation Table					
10% of Dunwoody Payment	\$8,958.33 Monthly	\$107,500.00 Annual	10% of Dunwoody Payment	\$8,958.33 Monthly	\$107,500.00 Annual
9-1-1 Emergency Call Answering Standard 90% or Better			Dispatchable Call Processing Standard 90% or Better		
89.9%	\$89.58	\$1,075.00	89.9%	\$89.58	\$1,075.00
89.8%	\$179.17	\$2,150.00	89.8%	\$179.17	\$2,150.00
89.7%	\$268.75	\$3,225.00	89.7%	\$268.75	\$3,225.00
89.6%	\$358.33	\$4,300.00	89.6%	\$358.33	\$4,300.00
89.5%	\$447.92	\$5,375.00	89.5%	\$447.92	\$5,375.00
89.4%	\$537.50	\$6,450.00	89.4%	\$537.50	\$6,450.00
89.3%	\$627.08	\$7,525.00	89.3%	\$627.08	\$7,525.00
89.2%	\$716.67	\$8,600.00	89.2%	\$716.67	\$8,600.00
89.1%	\$806.25	\$9,675.00	89.1%	\$806.25	\$9,675.00
89.0%	\$895.83	\$10,750.00	89.0%	\$895.83	\$10,750.00
88.9%	\$985.42	\$11,825.00	88.9%	\$985.42	\$11,825.00
88.8%	\$1,075.00	\$12,900.00	88.8%	\$1,075.00	\$12,900.00
88.7%	\$1,164.58	\$13,975.00	88.7%	\$1,164.58	\$13,975.00
88.6%	\$1,254.17	\$15,050.00	88.6%	\$1,254.17	\$15,050.00
88.5%	\$1,343.75	\$16,125.00	88.5%	\$1,343.75	\$16,125.00
88.4%	\$1,433.33	\$17,200.00	88.4%	\$1,433.33	\$17,200.00
88.3%	\$1,522.92	\$18,275.00	88.3%	\$1,522.92	\$18,275.00
88.2%	\$1,612.50	\$19,350.00	88.2%	\$1,612.50	\$19,350.00
88.1%	\$1,702.08	\$20,425.00	88.1%	\$1,702.08	\$20,425.00
88.0%	\$1,791.67	\$21,500.00	88.0%	\$1,791.67	\$21,500.00
87.9%	\$1,881.25	\$22,575.00	87.9%	\$1,881.25	\$22,575.00
87.8%	\$1,970.83	\$23,650.00	87.8%	\$1,970.83	\$23,650.00
87.7%	\$2,060.42	\$24,725.00	87.7%	\$2,060.42	\$24,725.00
87.6%	\$2,150.00	\$25,800.00	87.6%	\$2,150.00	\$25,800.00
87.5%	\$2,239.58	\$26,875.00	87.5%	\$2,239.58	\$26,875.00
87.4%	\$2,329.17	\$27,950.00	87.4%	\$2,329.17	\$27,950.00
87.3%	\$2,418.75	\$29,025.00	87.3%	\$2,418.75	\$29,025.00
87.2%	\$2,508.33	\$30,100.00	87.2%	\$2,508.33	\$30,100.00
87.1%	\$2,597.92	\$31,175.00	87.1%	\$2,597.92	\$31,175.00
87.0%	\$2,687.50	\$32,250.00	87.0%	\$2,687.50	\$32,250.00
86.9%	\$2,777.08	\$33,325.00	86.9%	\$2,777.08	\$33,325.00
86.8%	\$2,866.67	\$34,400.00	86.8%	\$2,866.67	\$34,400.00
86.7%	\$2,956.25	\$35,475.00	86.7%	\$2,956.25	\$35,475.00
86.6%	\$3,045.83	\$36,550.00	86.6%	\$3,045.83	\$36,550.00
86.5%	\$3,135.42	\$37,625.00	86.5%	\$3,135.42	\$37,625.00
86.4%	\$3,225.00	\$38,700.00	86.4%	\$3,225.00	\$38,700.00
86.3%	\$3,314.58	\$39,775.00	86.3%	\$3,314.58	\$39,775.00
86.2%	\$3,404.17	\$40,850.00	86.2%	\$3,404.17	\$40,850.00
86.1%	\$3,493.75	\$41,925.00	86.1%	\$3,493.75	\$41,925.00

SCHEDULE C**START UP AND TRANSITION COSTS**

In order to provide for the transition, startup, and operations of 911 communication services for Dunwoody, certain materials and labor will be required. As outlined in Section 10.5 of the Agreement, these should be accounted for separately and invoiced separately to Dunwoody.

The following list of materials is anticipated to be purchased for startup and operation. For any specific piece listed below, if item is unavailable, the closest equivalent item shall be purchased and Dunwoody shall be notified of the replacement.

- One (1) additional 9-1-1 trunk
- One (1) data point to point T1 between ChatComm & Dunwoody
- Two (2) CISCO 2911 routers & fxs cards
- One (1) Maxima II dispatch chair (solid arm rest)
- One (1) EMD Medical Priority full license
- Six (6) data cables (patch panel in half wall by new position, other end terminated in server room)
- Two (2) 20AMP electric circuits, TL plugs
- Two (2) extended demark cables (1-911 & 1- Data cabling)
- One (1) calltaker position furniture, LED lighting, equipment access doors, fans
- Two (2) Plantronics P10 connectors
- Six (6) Plantronics H91N headsets
- Five (5) Plantronics H81N headsets
- One (1) Dell PowerEdge 200 (Query server), Windows server 2008
- Two (2) Dell T3400 workstations (Admin & CAD), Windows 7
- Five (5) Dell 2007FP 20 inch flat screen monitors
- Three (3) Dell AX510 flat bar speakers
- Five (5) DVI-D 2 meter extension cables
- Six (6) USB 2 meter extension cables
- Three (3) Audio 6 ft extension cables
- Three (3) Motorola consolettes (1 – primary, 2 – backup)
- Two (2) Motorola MC3000 telephone remote desktop units
- Positron –
 - One (1) 911 trunk card
 - Two (2) administrative telephone lines to be added
 - One (1) calltaker workstation
 - Positron Gateway Shelf
 - Positron CAMA Interface Module
 - Backroom Position Access License
 - PBX Access License - Per Workstation
 - Power 911 Client Access License
 - Power 911 Add On Recorder for Radio
 - Power 911 Server Access License
 - Positron Admin Interface Module (AIM)
 - VIPER enabling Kit
 - Power MIS License

- Radio/Telephone interface card
- Satellite Box with Phone Jack & Volume Control
- IWS Workstation Computer (Elite8000)
- IWS Workstation software
- CAD (Sungard)
 - One (1) CAD console license
 - One (1) CAD Map display license
 - One (1) LAN client license for message switch
 - One (1) CAD AVL client license
 - One (1) CAD Resource Monitor display
 - Upgrade to message switch from 200 to 250 licenses
 - Thirty five (35) digital dispatch upgrade licenses for Mobiles
 - One (1) MCT client – Digital Dispatch
 - Thirty six (36) MCT Mapping clients
 - Thirty six (36) MCT AVL
 - Thirty six (36) Trimble AVL GPS receiver bundled packages



41 Perimeter Center East, Suite 250
 Dunwoody, Georgia 30346
 P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council

From: Kimberly Greer, Assistant to the City Manager

Date: February 15, 2011

Subject: **Energy Efficiency Conservation Block Grant – IGA with Decatur**

BACKGROUND

In March of 2010 Dunwoody, in partnership with the cities of Chamblee and Decatur, was awarded a \$500,000 grant for energy efficiency upgrades at city-owned facilities through the Georgia Environmental Finance Authority (GEFA) Energy Efficiency and Conservation Block Grant (EECBG) program. These funds are part of the American Recovery and Reinvestment Act (ARRA) "stimulus" dollars.

Part of the funds have been used in a regional effort to provide training for the building inspectors from all three cities as we prepared for the major changes to the state's energy code which became effective on January 1st. In 2010, our inspectors attended training sessions on the new commercial and residential aspects of the code changes.

The majority of the funds, \$400,000, will finance energy efficiency retrofits to government-owned facilities. Based on grant requirements, these retrofits are limited to the installation of insulation; efficient lighting; heating, venting, and air conditioning (HVAC); and the purchase and installation of Energy Star appliances.

To prepare for these upgrades, in the summer of 2010, Dunwoody worked with Georgia Power to conduct Energy Audits for the buildings at Brook Run Park, Dunwoody Park, and the Spruill Arts Center. The Energy Audit identified key changes Dunwoody could make to improve the energy efficiency of these buildings and meet the requirements of the EECBG program. These changes include installation of efficient lighting, occupancy sensors, and programmable thermostats.

Prior to investing these funds and upgrading our energy efficiency, Dunwoody must have an official agreement in place with Decatur, who is the lead grant recipient, which both acknowledges the agreement Decatur signed with GEFA and stipulates Dunwoody follow all the grant reporting requirements.

RECOMMENDATION

Staff recommends Council authorize the Mayor to sign the Intergovernmental Agreement with Decatur, subject to final review by the City Manager and City Attorney.

CONTRACT FOR SERVICES

State of Georgia

County of DeKalb

THIS AGREEMENT, made and entered into as of the _____ day of _____, 2011 by and between the CITY OF DECATUR, GEORGIA, a municipal corporation created by an Act of the Legislature of the State of Georgia, hereinafter referred to as "Decatur," and the City of Dunwoody, hereinafter referred to as "Dunwoody," a municipal corporation created by an Act of the Legislature of the State of Georgia,

WHEREAS, the City of Decatur, City of Dunwoody, and City of Chamblee have jointly been awarded a grant from the Georgia Environmental Finance Authority (GEFA) in the amount of \$500,000 from the Energy Efficiency and Conservation Block Grant program (EECBG); and,

WHEREAS, the majority of funds will be used to complete energy saving retrofits in city-owned and maintained facilities; and,

WHEREAS, Decatur accepted the role of lead applicant for contract and reporting purposes; and,

WHEREAS, the Intergovernmental Agreement entered into between Decatur and GEFA dated June 16, 2010 (the "Contract") outlines strict administrative and reporting requirements associated with the grant; and,

WHEREAS, these requirements are a critical component to measuring the success of the EECBG program; and,

WHEREAS, Dunwoody has reviewed the Contract and familiarized itself with such requirements; and

WHEREAS, Dunwoody shall be held responsible for meeting these requirements for all expenditures related to this grant and providing information to Decatur in a timely fashion for reporting and invoicing purposes.

THEREFORE, Decatur hereby agrees to act as the lead applicant, and provide coordination of grant activities including reporting and invoicing for Dunwoody for the duration of this grant.

This commitment is expressly conditioned upon the following promises:

Dunwoody will not use the Grant Funds for any purpose other than towards those outlined in the Contract. All administrative and reporting requirements will be met according to schedule outlined in the Contract. If administrative and reporting requirements are not met, GEFA may not refund expenditures. Dunwoody acknowledges and agrees that Decatur is not financially responsible for reimbursements to Dunwoody under any circumstances.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed by their respective authorized officers, their respective seals to be hereunto affixed, and these presents delivered in duplicate copies as of the day and year above written.

Signed, sealed and delivered by

CITY OF DECATUR, GEORGIA

BY: _____

In the presence of:

Signed, sealed and delivered by

CITY OF DUNWOODY, GEORGIA

BY: _____

In the presence of:

CONTRACT FOR SERVICES- SUPPLEMENTAL MATERIALS

These supplemental materials are provided to assist the City of Dunwoody in meeting the requirements of the grant funding. Should you have any questions please do not hesitate to contact either the City of Decatur or the Georgia Environmental Finance Authority.

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Contacts

- a. **Lena Stevens**
Resource Conservation Coordinator, City of Decatur
Phone: 404-370-4102
Email: lena.stevens@decaturga.com

- b. **Andrea Schroer**
State Energy Project Manager
Georgia Environmental Finance Authority (GEFA)
Phone: 404.584.1137
Email: andrea@gefa.ga.gov

Resources

GEFA has provided links to documents that explain the various grant requirements. These documents can be helpful to you, as well as to the contractors that you hire. Visit this website for more information- www.gefa.org/Index.aspx?page=520

Reporting Schedule

Requirement	Due to GEFA	Due to City of Decatur	Action Required
Davis Bacon Reporting	Weekly	Processed online by contractor while work is ongoing.	ONLY if the Davis Bacon rules apply to your project do you have to report weekly.
1512 OMB Reporting	Due the 1-5 th of January, April, July, and October. Reports cover the previous quarter.	Due the Friday before the 1 st of January, April, July, and October. December 17 th , 2011 March 25 th , 2011 June 24 th , 2011 September 23 rd , 2011	Data regarding hours worked by each vendor and a list of individual payments made that quarter.
Quarterly Progress Reporting	Due the 15 th of January, April, July, and October. Reports cover the previous quarter.	Due the Friday before the 1 st of January, April, July, and October. December 17 th , 2011 March 25 th , 2011 June 24 th , 2011 September 23 rd , 2011	Various data related to the projects. Program coordinator will contact you regarding report.
Submitting Invoices	Due by the 15 th of each month;	Due by the 10 th of the month in order to provide time for organizing and submitting.	Copy of general ledger for the project code designated for this grant. Copies of invoices stamped "Paid."

Administrative Requirements

Requirement	Timeline	Action Required
Acquire DUNS	Immediately	Send DUNS to Lena Stevens
Take Governor’s Energy Challenge	Register and pledge your scope of work before completing retrofits	You will need to pledge energy saving activities for each of your buildings in your scope of work. Visit: http://www.governorsenergychallenge.org/
Develop an internal financing mechanism to produce ongoing benefits from funding	Immediately	Discuss options with Lena Stevens, and determine what would work best for your City.
Follow appropriate purchasing policies for your City when choosing vendors.	Immediately	Send copy of purchasing policy to Lena Stevens. Develop a memo each time a vendor is selected which outlines how the purchasing policy was followed.
Create a project code for this grant to separate expenditures.	Immediately	Work with administrative services in your City to create a unique project code for expenditures relating to this grant.
Ensure that solid waste guidelines are followed during all renovation projects.	Ongoing	Review policy and verify that it is followed during all projects. May want to make several site visits to ensure compliance. Policy will be sent to each partner city.
Establish a “Lights Out/Power Down” policy	Immediately	Provide copy to Lena Stevens.
Obtain energy audits of any facility that is to be retrofitted	October 15, 2010	Provide copies to Lena Stevens. Use audits to develop a retrofit plan and expected budget.

NOTE:

1. All retrofit projects are limited to the installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of Energy Star appliances; installation of solar powered appliances with improved efficiency
2. The use products manufactured in Georgia will be mandatory unless a suitable product is not available, or if the cost exceeds the next available option by 15%. If Georgia products are not available, other products produced in the U.S. can be considered.

Reporting Requirements

1. Davis-Bacon Certified Payroll Reports

RESOURCES

- PowerPoint Presentation- Davis Bacon Reporting:
<http://www.gefa.org/Modules/ShowDocument.aspx?documentid=1535>

What Is Davis Bacon?

The Davis-Bacon Act's (DBA) intent is to require Agencies performing federally funded construction, alteration, or repair to pay wages and fringe benefits to said employees that are equal to or greater than the prevailing wage for corresponding classes of employees engaged on similar projects in the locality.

When Does Davis Bacon Apply?

When anything is being modified with federal funds, even if you don't pay for the installation but the equipment was purchased with federal funds, then it applies to you. Construction includes ANY alteration, repair or retrofit to a building or facility. Reporting starts when installation or construction starts and will continue until all work is complete.

Who Does Davis Bacon Apply To?

Applies to 'blue collar' labor (mechanics, installers, plumbers, electricians, not bookkeepers or program managers). Does **not apply** to state and local government entities when they use their own employees to perform work.

How Do I Comply With Davis Bacon?

- € Obtain effective wage rate determinations
- € Condition all contracts to include DBA standards
- € Collect and approve weekly certified payroll forms for contractors
- € Keep all certified payroll forms and related documents for THREE years after the end of the grant period
- € Investigate potential violations and complaints
- € Employee interviews and investigations
- € Investigate, monitor and enforce DBA requirements

Davis Bacon Compliance Procedures

Wage Determinations	<ul style="list-style-type: none"> a. GEFA will be providing all subrecipients with the Wage Determinations per Department of Labor. If you are issuing a RFP or a contract that will trigger compliance with Davis-Bacon, please notify GEFA immediately to receive a wage determination for your county. b. Wage determinations have been included in the grant contract, and will be sent to each partner city. These wage rates must be used in all RFPs and contracts and will last through the end of the grant period. c. Contact: Meisha@gefa.ga.gov. Phone: (404) 584 -1135. d. Subrecipients should not download wage determinations.
Developing Contracts	<ul style="list-style-type: none"> a. Inform the Contractor of the current prevailing wage rates applicable for the county which the project is located, and other requirements (listed below). b. Document this through an agreement which states the prevailing wage for the services will be paid. The Contractor would generally sign this and the print out of prevailing wage sheet to acknowledge the information and the Sub-recipient would want to keep this in the client file.
Contractor Requirements	<ul style="list-style-type: none"> a. Contractors must agree to pay their employees prevailing wage rates on a weekly basis & compensate for fringe benefits. b. Contractors must send original certified payroll to the sub-recipient on a weekly basis. This will be completed using an electronic system. c. Contractors must place posters at the site of the work in a prominent and accessible place where it may be easily seen by employees. Access here: www.dol.gov/whd/programs/dbra/wh1321.htm d. Keep certified payroll and all records for (3) years.
Reporting on Payroll	<ul style="list-style-type: none"> a. Contractors must send original certified payroll to the sub-recipient on a weekly basis. b. Subrecipients will review, approve and send the original payroll to Lena Stevens at the City of Decatur, who will submit to GEFA. c. Maintain the original certified payroll for three (3) years from the end of the grant period (2016). d. Weekly reporting starts when installation or construction starts and will continue until all work is complete.
Employee Interview	<ul style="list-style-type: none"> a. In addition to investigating any claims of non-compliance with Davis Bacon requirements, sub-recipients should complete several “spot checks” to ensure that contractors are in compliance. b. Interviews should include: <ul style="list-style-type: none"> € Place and date of interview € Name and address of employer/employee € Employment status and classification € Alleged violations € Was DBA poster visible

2. 1512 Reporting

There are the three metrics the sub-recipients need to produce for 1512 reporting:

1. **Full-time-equivalent (FTE) number of Jobs funded**
2. **Total number and amount of small sub-awards; less than \$25,000**
3. **Total number and amount of small sub-awards; less than \$25,000**

Please provide the following pieces of information for each vendor:

- D-U-N-S and/or Name of Business
- Zip Code
- Individual Payment Amount
- Total Number of Hours Worked and Funded by Recovery Act within Reporting Quarter

3. Progress Reporting

Quarterly progress reports are designed to ask both quantitative and qualitative questions about our project's status. The following categories are included on the quarterly report for Decatur, Dunwoody, and Chamblee:

- **Mandatory Metric Reporting**
- **Building Energy Audits**
- **Building Retrofits**
- **Workshops, Training, and Education**
- **Qualitative Reporting**
- **Milestone Progress**

Lena Stevens, with the City of Decatur will work with cities to coordinate data collection for the progress reports.

4. Compliance with National Historic Preservation Act Requirements

All projects and organizations receiving Department of Energy funds under the American Recovery and Recovery Act must comply with Section 106 of the National Historic Preservation Act for work done on non-residential buildings older than 50 years.

A programmatic agreement has been reached to exempt several categories of energy efficiency work. A copy of this agreement will be sent to each City. Any work done on a building that is older than 50 years, which is not listed in the agreement is subject to review from the State Historic Preservation Department in a Section 106 review.

5. Buy American Updates

What does the Buy American Provision state?

“None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.”

Additionally, the use products manufactured in Georgia will be mandatory unless a suitable product is not available, or if the cost exceeds the next available option by 15%.

What qualifies a product as being produced in the United States?

There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States. If the good consists in whole or in part of materials from another country, you must seek proof that it has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed.

How do I comply with the Buy American Act?

Subrecipient needs to show due diligence in complying with Buy American provisions, including:

1. Language in contractual documents that obligates sub-recipients and/or contractors to comply with the Buy American provisions;
2. Receipts for items produced domestically indicating such;
3. Documented certification from the contractor, vendor, distributor, supplier, or manufacturer verifying that the product was manufactured domestically (Certification of Compliance form available at <http://www.gefa.org/Index.aspx?page=520>);
4. Detailed and verifiable information supporting the claim that the manufactured good has undergone substantial transformation in the United States; and/or
5. Other reasonable documentation per the discretion of the state, local, or tribal government financial assistance recipient demonstrating compliance with the Buy American provisions.

GEFA & DOE may place particular emphasis on compliance for below items during monitoring visits. However, review will not be limited to below criteria.

- Lighting
- HVA
- Equipment purchases (cumulative purchases or single item purchase > \$15,000 or > 10% of total project cost, whichever is less)
- Solar equipment

Can I get a waiver if I cannot find a suitable product?

Certain waivers are already approved and available. These can be viewed and printed online at: http://www1.eere.energy.gov/recovery/ba_waivers.html

Waivers will only be issued for following conditions:

- a. Compliance is “inconsistent with the public interest”;
- b. Iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; *or*
- c. Inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

NOTE: To request a waiver for above conditions complete waiver template, and send, along with supporting documentation, to GEFA.

Waiver template:

http://www1.eere.energy.gov/recovery/pdfs/eere_buy_american_nonavailability_template.pdf

For more information about the Buy American Act visit:

http://www1.eere.energy.gov/recovery/buy_american_provision.html



Sonny Perdue
Governor

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

Kevin Clark
Executive Director

Friday, October 15, 2010

CITY OF DECATUR
GEFA Contract EECBG-ARRA-GOV-2010-118
ATTN. Lena Stevens

Dear Subrecipient,

Attached you will find a copy of the prevailing wage rates applicable to your grant along with the Davis Bacon Wage Determination amendment agreement please print (2) copies of the amendment review, sign, date, and mail back **both** original copies to my attention at GEFA. We will execute on our end and send an original copy back to you. Please send required documents back **within 3 to 5 business days.**

Best regards,

Meisha Moore
Energy Team Coordinator
CPR Reviewer, GEFA
233 Peachtree St. NE
Suite 900
Atlanta, GA 30303

AMENDMENT TO
AGREEMENT BY AND BETWEEN
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
AND CITY OF DECATUR
FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
(Local Government Agreement)

The Contract between the **GEORGIA ENVIRONMENTAL FINANCE AUTHORITY** (hereinafter "State"), and the **CITY OF DECATUR**(hereinafter "Subrecipient"), is hereby amended to incorporate the Davis Bacon wage determinations into the Contract.

Contract number EECBG-ARRA-GOV-2010-118 is hereby amended as follows:

Wage Determination

The attached wage determinations from the Department of Labor included in this amendment shall be used from October 13th, 2010 and will last the duration of the contract period. These wage determinations are required to be included in all requests for proposals and vendor contracts which require compliance with the Davis Bacon and Related Acts. Additionally, the subrecipient shall have the responsibility to ensure that these wage determinations are posted at all applicable project job sites.

IN WITNESS WHEREOF, GEFA and the Local Government, through their duly authorized officers and representatives, have signed, sealed, and delivered this Amendment as of the date first above written.

CITY OF DECATUR
SUBRECIPIENT

DIVISION OF ENERGY RESOURCES
GEORGIA ENVIRONMENTAL FINANCE
AUTHORITY

BY: _____

BY: _____

Position: _____

Position: Executive Director

Attest: _____

Attest: _____

General Decision Number: GA100260 08/13/2010 GA260

Superseded General Decision Number: GA20080260

State: Georgia

Construction Type: Building

County: Dekalb County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	03/12/2010
1	03/19/2010
2	04/02/2010
3	05/28/2010
4	07/09/2010
5	08/13/2010

ASBE0048-001 04/01/2010

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 25.07	12.41

CARP1263-001 07/01/2009

	Rates	Fringes
MILLWRIGHT.....	\$ 22.42	11.95

ELEC0613-018 03/01/2010

	Rates	Fringes
ELECTRICIAN (including low voltage wiring for temperature controls for HVAC Systems).....	\$ 29.00	7.97

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$1.00 per hour additional. Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

ELEV0032-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 33.98	20.035+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day,

Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

ENGI0926-027 07/01/2009

	Rates	Fringes
Operating Engineers:		
Backhoe/Excavator, Hoist and Mechanic.....	\$ 23.74	9.03
Bulldozer, Compactor, Drill, Forklift, Loader, and Scraper.....	\$ 23.43	9.03
Crane and Boom.....	\$ 27.38	9.03
Oiler.....	\$ 20.21	9.03

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

IRON0387-001 08/01/2009

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 24.04	9.86

LABO0515-002 07/01/2008

	Rates	Fringes
LABORER: Common or General.....	\$ 14.22	4.30

PAIN0193-012 07/01/2010

	Rates	Fringes
PAINTER: Brush, Roller and Spray, Including Drywall Finishing/Taping.....	\$ 20.37	8.30

PLAS0148-001 07/01/2008

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 21.25	5.34

PLUM0072-012 08/01/2009

	Rates	Fringes
PIPEFITTER, Including HVAC Pipe Installation.....	\$ 28.90	12.31
PLUMBER (Excluding HVAC Pipe Installation).....	\$ 28.90	12.31

* SFGA0669-001 04/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 25.05	15.10

* SHEE0085-001 08/01/2010

	Rates	Fringes
SHEET METAL WORKER, Including Hvac Duct Installation and Metal Roofing		
Buildings over 100,000 square feet.....	\$ 29.00	12.88
Buildings up to 100,000 square feet.....	\$ 24.74	11.42

FOOTNOTE: Work on swinging stages, boatswains chairs or
scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25
per hour additional.

SUGA2008-172 08/21/2008

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 14.00	0.00
BRICKLAYER.....	\$ 16.00	0.00
CARPENTER, Including Cabinet Installation, Drywall Hanging and Form Work.....	\$ 16.82	3.18
CARPET & HARDWOOD FLOOR INSTALLER.....	\$ 15.00	0.54
GLAZIER.....	\$ 15.00	1.35
HVAC MECHANIC: System Installer (Excluding HVAC Duct and Pipe Installation).....	\$ 16.26	1.26
IRONWORKER, REINFORCING.....	\$ 11.05	0.21
LABORER: Pipelayer.....	\$ 13.06	3.56
OPERATOR: Grader/Blade.....	\$ 9.00	0.24
OPERATOR: Roller.....	\$ 10.88	0.00
ROOFER (Excluding Metal Roof)....	\$ 10.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 12.27	1.56
WATERPROOFER.....	\$ 10.50	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION



Sonny Perdue
Governor

GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY

Phil Foil
Executive Director

Friday, June 18, 2010

Lena Stevens
509 North McDonough St.
Decatur, GA 30030-3309

Dear Lena,

Here is your original copy of the final executed agreement with the Georgia Environmental Facilities Authority. You are approved to begin work on your project. We look forward to working with you towards a successful completion.

Best regards,

Andrea Schroer
Energy Project Manager, GEFA
233 Peachtree St. NE
Suite 900
Atlanta, GA 30303

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY
AND CITY OF DECATUR
FOR THE ENERGY EFFICIENCY AND CONSERVATION BLOCK GRANT PROGRAM
(Local Government Agreement)

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter "Agreement"), is made this 16 day of June, 2010 (the date to be inserted by the last party to execute), by and between the Georgia Environmental Facilities Authority (hereinafter "GEFA") and the CITY OF DECATUR (hereinafter "Local Government"), a Local Government (GEFA and Local Government collectively referred to as the "Parties").

WHEREAS, the U.S. Department of Energy's (hereinafter "DOE"), Energy Efficiency and Conservation Block Grant Program (hereinafter "EECBG"), provides grants to states and local governments to develop and implement projects to improve energy efficiency and reduce energy use and fossil fuel emissions in their communities; and

WHEREAS, pursuant to O.C.G.A. § 50-23-32, the Division of Energy Resources of GEFA is authorized to, among other things, administer federal programs, accept and disburse federal, state and private grant funds for energy related matters, and enter into contracts for such purposes; and

WHEREAS, GEFA administers the EECBG by funding energy efficiency and conservation projects (hereinafter "Projects") in the State of Georgia; and

WHEREAS, the Local Government has the personnel, equipment, facilities, and technical expertise to carry out the Projects; and

WHEREAS, GEFA requires the services of the Local Government to implement the EECBG; and

WHEREAS, pursuant to 1983 GA. CONST., ART. 9, SEC. 3, PARA. 1, the parties hereto may contract for any period not exceeding fifty (50) years with each other for the provision of services, or for the joint or separate use of facilities or equipment.

NOW, THEREFORE, in consideration of the mutual promises and mutual public benefits, flowing each to the other, GEFA and the Local Government each agree as follows:

ARTICLE 1
Services

Scope of Services. The Local Government shall provide the services (hereinafter "Services") as set forth in Exhibit "A," Scope of Services, attached hereto and incorporated herein by reference.

ARTICLE 2

Term, Consideration, and Method of Payment

2.1 Term. The term of this Agreement shall commence on the 1st day of May, 2010 (hereinafter "Commencement Date") and shall expire at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on the 30 day of June, 2012 (hereinafter "Term"), unless earlier terminated as specified herein.

2.2 Consideration. In consideration of the Local Government performing the Services, GEFA shall pay the Local Government a fee of no more than FIVE HUNDRED THOUSAND DOLLARS and No/Cents (\$500,000), subject to the availability of funds from the U.S. Department of Energy.

2.3 Method of Payment. To request payment, the Local Government shall submit monthly invoices to GEFA for reimbursement of expenses incurred by the Local Government during the calendar month immediately preceding the date of the invoice (hereinafter "Invoice"), for GEFA's review and approval. If approved, GEFA will make payment to the Local Government within thirty (30) days of receipt by GEFA of a complete and proper Invoice.

2.4 Maximum Amount Payable for Fees. GEFA shall in no event be liable for fees in excess of the amount set forth in Section 2.2 above. Notwithstanding the first sentence of Section 2.4, in no event shall GEFA be obligated to make payment to the Local Government which exceeds the amount provided to GEFA by the U.S. Department of Energy.

ARTICLE 3

Access to Records

3.1 Inspections and Monitoring. GEFA, DOE and their agents, shall have the right to inspect the physical location of any Project undertaken pursuant to this Agreement. Inspections will be conducted during regular business hours.

3.2 Access and Audit. The Local Government shall provide GEFA access to any books, documents, papers, and records of the Local Government to conduct program or financial audits. The Local Government shall keep records of expenses for Services in accordance with generally accepted accounting principles and make the records available to GEFA at mutually convenient times, but in no event more than seventy-two (72) hours after a written request from GEFA is received by the Local Government.

ARTICLE 4

Termination and Notice

4.1 Termination for Convenience (Without Cause). Either Party may at any time, without any reason or cause, terminate this Agreement by giving the other Party written notice no later than thirty (30) days before the intended termination date; provided that in the event of termination under this provision GEFA shall pay to the Local Government all fees due: (i) for Services already performed prior to the effective date of the termination; and (ii) for all reimbursable expenses incurred by the effective date of the termination. The Local Government shall invoice GEFA for services, reimbursable expenses and accrued costs no later than ten (10) days from the effective date of termination.

4.2 Termination For Cause. In the event the Local Government: (i) fails to perform any of the Services pursuant to the terms, covenants, or provisions of this Agreement, or (ii) fails to make progress in the Services hereunder in a reasonable manner, or (iii) its conduct impairs or prejudices the interests of GEFA, GEFA shall have the right to terminate this contract by giving the Local Government notice in writing of the fact and date of such termination, and all work product and other documents relating to the Services shall be surrendered forthwith by the Local Government to GEFA.

4.3 Notice. Notices, requests, demands and other communications provided hereunder shall be in writing and sent by facsimile transmission to the facsimile number indicated below (which shall be followed by an immediate telephone call to confirm delivery); mailed by first class United States certified mail, return receipt requested; delivered by overnight carrier (such as, but not limited to, UPS, Federal Express or DHL); or personally delivered to the applicable party at the addresses indicated.

If to GEFA:

Andrea Schroer
Georgia Environmental Facilities Authority
233 Peachtree Street, NE
Harris Tower, Suite 900
Atlanta, GA 30303
Phone: (404) 584-1137

If to Local Government:

Lena Stevens
509 North McDonough St.
Decatur, Georgia
30030-3309
lena.stevens@decaturga.com
404-370-4102

Primary Program Point of Contact:

Contact Name: Lena Stevens
 Title: Resource Conservation Coordinator
 E-mail: lena.stevens@decaturga.com
 Phone: 404-370-4102

Primary Financial Point of Contact:

Contact Name: Alfred Johnson
 Title: Bookkeeper
 E-mail: alfred.johnson@decaturga.com
 Phone: 404-370-4100

All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered; those given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail; those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier; and those given by facsimile shall be deemed given on the date of facsimile transmittal. Nonetheless, the time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address or facsimile number of which no notice was given as hereinabove provided or because of refusal to accept delivery shall be deemed received by the party to whom addressed on the date of hand delivery, on the date of facsimile transmittal, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

ARTICLE 5 Miscellaneous

5.1 Department of Energy. The Local Government shall comply with the requirements for Department of Energy grants and cooperative agreements contained in 10 C.F.R. Part 600 as specified in Exhibit "B", attached hereto and incorporated herein by reference.

5.2 American Recovery and Reinvestment Act. The Local Government shall comply with the provisions of the American Recovery and Reinvestment Act (hereinafter "ARRA") of 2009 as specified in Exhibit "C", attached hereto and incorporated herein by reference. In the event of conflict, the stipulations in Exhibits "B" and "C" shall take precedence over any conflicting terms in this Agreement or in the Scope of Services in Exhibit "A".

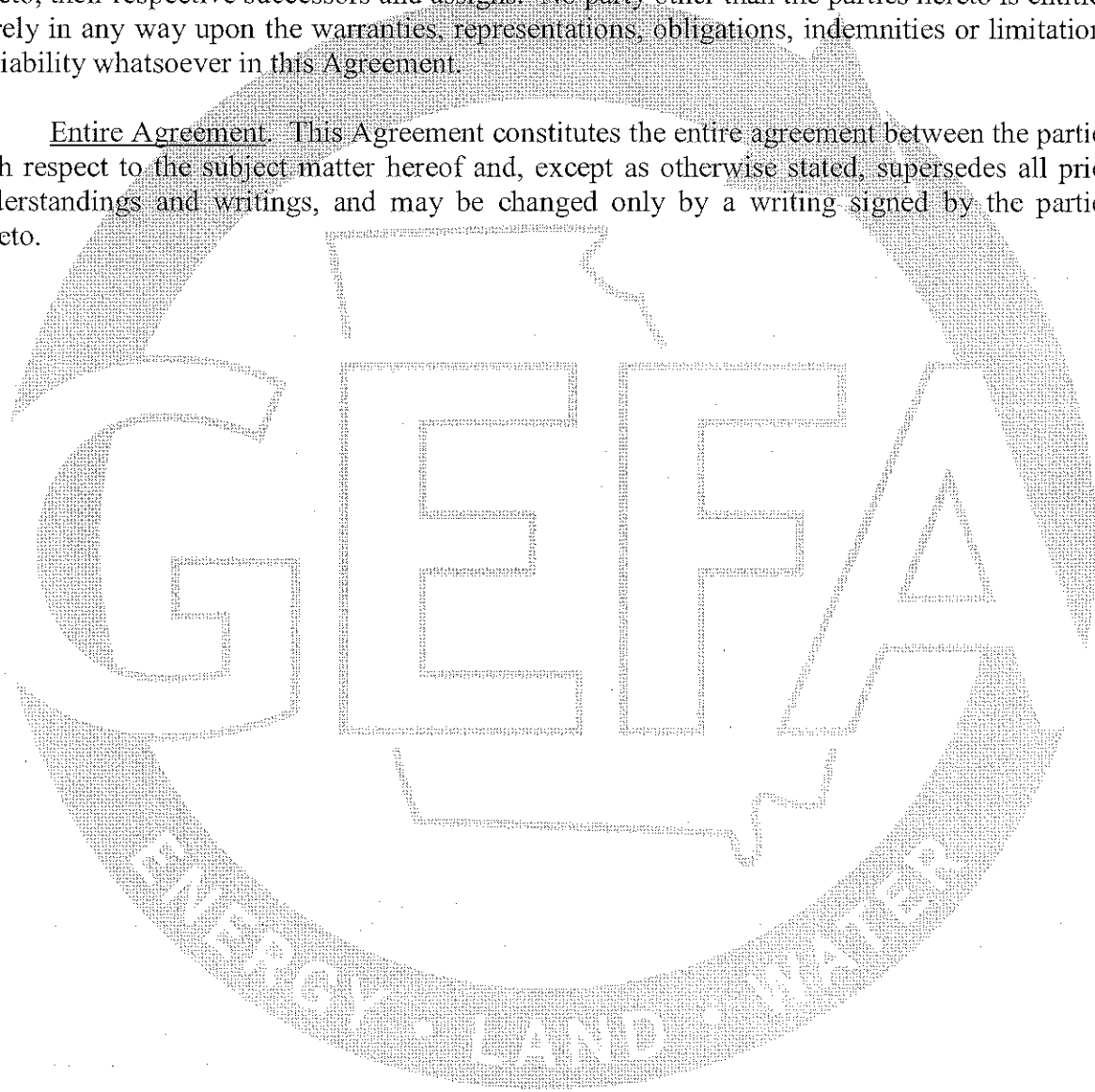
5.3 Contractor. The Local Government shall be "Contractor" as specified in Exhibits "B" and "C."

5.4 Time is of the Essence. All time limits stated herein are of the essence.

5.5 Severability. If a part of this Agreement is invalid, the parties intend to preserve the remainder if the remaining terms provide each party the substantial benefit of its bargain.

5.6 Third Party Beneficiaries. Nothing in this Agreement, whether express or implied, is intended to confer upon any other party any right or interest whatsoever, except the parties hereto, their respective successors and assigns. No party other than the parties hereto is entitled to rely in any way upon the warranties, representations, obligations, indemnities or limitations of liability whatsoever in this Agreement.

5.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and, except as otherwise stated, supersedes all prior understandings and writings, and may be changed only by a writing signed by the parties hereto.



IN WITNESS WHEREOF, this Agreement is entered into on the date of execution by both parties.

GEORGIA ENVIRONMENTAL FACILITIES AUTHORITY

Phil Foil 6/16/10
Phil Foil Date
Executive Director

LOCAL GOVERNMENT

REGGIE MERRISS
Date
Print: Reggie Merriss
Title: City Manager
Attest: [Signature]

[Signature] I certify that I have signature authority for this project in this jurisdiction.

Reggie Merriss

EXHIBIT A
SCOPE OF SERVICES

The following activities will NOT be funded from EECBG funds:

- A. Audits of state or local government buildings
- B. Windows may not be purchased or installed with EECBG funds

The following requirements apply:

- A. An energy audit must be performed BEFORE energy efficiency retrofits begin. Retrofit activities should mirror audit recommendations.
- B. Prior to energy efficiency and renewable energy retrofits being completed, all buildings and properties that receive funding from EECBG funds will need to register their property at www.GovernorsEnergyChallenge.org and include the energy efficiency measure that will be taken in the form of a pledge.
- C. Priority should be given to all residents and businesses who have registered for www.GovernorsEnergyChallenge.org.

PROJECT SCOPE

1. Administration

- a. The City of Decatur's Resource Conservation Coordinator (RCC) will coordinate this program. \$10,000 has been included in the budget to finance the cost of coordinating energy audits, assisting cities with the creation of comprehensive retrofit plans, coordinating training for building inspectors and officials, and other activities associated with the program. This estimate assumes that the RCC will dedicate approximately 20 hours per month to the program in the first year, and 10-15 hours per month during the second year, at a cost of \$25 per hour.

2. Energy Efficiency Retrofits (Gov & Non profit)

- a. Energy efficiency retrofits to government facilities:
 - i. All retrofits will be based on comprehensive energy audits that identify areas in need of efficiency upgrades. Each partner will be responsible for funding the cost of the audits individually.
 - ii. Based on the outcome of the building audits, each partner will individually determine which retrofits to pursue with their allotment of the grant funding. A committee will be established, which includes a representative from each of the partnering cities, to review and approve the retrofits plans.
 - iii. All retrofit projects are limited to the installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of Energy Star appliances; installation of solar powered appliances with improved efficiency

- iv. The use products manufactured in Georgia will be mandatory unless a suitable product is not available, or if the cost exceeds the next available option by 15%. If Georgia products are not available, other products produced in the U.S. can be considered.
 - v. All three partner cities currently install to ASHRAE 2001 standards.
 - b. Sub-grants to City of Decatur organizations for energy efficiency retrofits.
 - i. Target audience: residential property owners, nonprofit organizations, school districts, local government agencies, and authorities, located within the City of Decatur
 - ii. Value of sub-grants: \$1,000 - \$10,000
 - iii. Requirements: Sub-grantees are subject to the same requirements as the partner cities.
- 3. Energy Efficiency Conservation Programs for Buildings and Facilities**
- a. Each partner will be asked to establish a "Lights Out/Power Down" policy, which requires that lights and electronic devices should be powered down or unplugged when not in use and after business hours.
- 4. Building Codes and Inspections**
- a. Funding has been included in this application to establish a regional effort to help small cities reduce energy usage throughout the residential and commercial renovation and construction process by developing proper programs and procedures to enforce Georgia's energy codes.
 - b. Technical consultation services will be acquired in order to develop the necessary tools to ensure that codes are administered properly and that staff are trained on the implementation of the new tools.
 - c. There will be approximately 2-3 training sessions held. If possible, these sessions will be videotaped and shared with other cities.
 - d. Participation in training sessions will not be limited to the partner cities, provided that funding allows.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION I: GENERAL PROVISIONS

A. Access to Records

The DOE, the Comptroller General of the United States, or any of their authorized representatives shall have the right of access to any pertinent books, documents, papers, or other records of GEFA or the Contractor which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

B. Record Retention

Financial records, supporting documents, statistical records, and all other records pertinent to the Services shall be retained in accordance with 10 C.F.R. Part 600.153 (for non-profit organizations), 10 C.F.R. Part 600.242 (for state and local governments), and 10 C.F.R. Part 600.342 (for for-profit organizations).

C. Debarment and Suspension

The Contractor shall not enter into any contract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," 2 CFR 180 and 901.

D. Copeland "Anti-Kickback" Act

The Contractor and its subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

E. Byrd Anti-Lobbying Amendment

The Contractor and its subcontractors shall certify that they will not and have not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352, and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

F. Equal Employment Opportunity

The Contractor and its subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and shall cause this or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

G. Contract Work Hours and Safety Standards Act

For construction contracts in excess of \$2000, and contracts involving the employment of mechanics or laborers in excess of \$2500, the Contractor shall comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

H. Rights to Inventions Made Under a Contract or Agreement

For contracts or agreements for the performance of experimental, developmental, or research work, the Contractor shall provide for the rights of the Federal Government and GEFA in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

I. Audit, Procurement and Allowable Costs.

The Contractor shall comply with all applicable laws, ordinances, and codes of the Federal government, including, but not limited to:

- (i) provisions for federal audit requirements in the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133 (for states, local governments and non-profit organizations), and 10 C.F.R. Part 600.316 (for for-profit organizations);
- (ii) provisions for federal procurement in OMB Circular No. A-102 and 110;

- (iii) provisions for federal cost principles in 10 C.F.R. Part 440 and OMB Circulars Nos. A-87 (for state and local governments), A-122 (for private non-profit organizations), and 48 C.F.R. Part 31 (for commercial organizations).

J. Nondiscrimination Policies

Contractor must comply with applicable provisions of the following national policies prohibiting discrimination:

- (i) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), as implemented by DOE regulations at 10 CFR part 1040;
- (ii) On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), as implemented by DOE regulations at 10 CFR parts 1041 and 1042;
- (iii) On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR part 90 and DOE regulations at 10 CFR part 1040;
- (iv) On the basis of disability, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DOE regulations at 10 CFR part 1041;
- (v) On the basis of race, color, national origin, religion, disability, familial status, and sex under Title VIII of the Civil Rights Act (42 U.S.C. 3601 et seq.) as implemented by the Department of Housing and Urban Development at 24 CFR part 100; and
- (vi) On the basis of disability in the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.) for the design, construction, and alteration of buildings and facilities financed with Federal funds.

K. Environmental Policies

Contractor must:

- (i) Comply with applicable provisions of the Clean Air Act (42 U.S.C. 7401, et. seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.), and Clean Water Act (33 U.S.C. 1251, et. seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 Comp., p. 799] and Environmental Protection Agency rules at 40 CFR part 32, Subpart J.

- (ii) Immediately identify to GEFA any potential impact that Contractor finds this award may have on:
- a. The quality of the human environment, including wetlands, and provide any help we may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321 et. seq.) and assist us to prepare Environmental Impact Statements or other environmental documentation. In such cases, you may take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) or limit the choice of reasonable alternatives until we provide written notification of Federal compliance with NEPA, as implemented by DOE at 10 CFR Part 1021.
 - b. Flood-prone areas, and provide any help we may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et. seq.), which require flood insurance, when available, for Federally assisted construction or acquisition in flood-prone areas, as implemented by DOE at 10 CFR part 1022.
 - c. Use of land and water resources of coastal zones, and provide any help we may need to comply with the Coastal Zone Management Act of 1972(16 U.S.C. 1451, et. seq.).
 - d. Coastal barriers along the Atlantic and Gulf coasts and Great Lakes' shores, and provide help we may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et. seq.), concerning preservation of barrier resources.
 - e. Any existing or proposed component of the National Wild and Scenic Rivers system, and provide any help we may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - f. Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide any help we may need to comply with the Safe Drinking Water Act(42 U.S.C. 300h-3).
- (iii) Comply with applicable provisions of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), as implemented by the Department of Housing and Urban Development at 24 CFR part 35. The requirements concern lead-based paint in housing owned by the Federal Government or receiving Federal assistance.
- (iv) Comply with section 6002 of the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6962), and implementing regulations of the Environmental Protection Agency, 40 CFR Part 247, which require the purchase of recycled products by States or political subdivision of States.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION II: FEDERAL ASSISTANCE REPORTING

A. Management, Financial and Other Reports

Upon GEFA's request, the Contractor shall assist GEFA in completing:

- (i) an annual special status report in accordance with the Federal Assistance Reporting Instructions;
- (ii) quarterly and final federal financial reports in accordance with the Federal Assistance Reporting Instructions;
- (iii) a final property certification;
- (iv) an annual report; and
- (v) quarterly ARRA performance progress reports.

B. Annual Reports

The Contractor should report the following annually to GEFA:

- The status of development and implementation of the energy efficiency and conservation strategy of the state during the preceding calendar year;
- The status of the subgrant program of the state;
- Specific energy efficiency and conservation goals of the state for subsequent calendar years;
and
- Activities (list all programs created or supported by program funds and amount of program funds spent on each activity, indicate which programs are new and which are existing, indicate which programs are supported solely by program funds, and which have other funding sources.)

C. ARRA Performance Progress Report

The Contractor should report the following metrics quarterly to GEFA:

- a. The total amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received;
- b. The amount of American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds received that were expended or obligated to project or activities;
- c. A detailed list of all projects or activities for which American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, covered funds were expended or obligated including:
 - (i) Name of project or activity
 - (ii) Description of project or activity
 - (iii) Evaluation of the completion status of project or activity
 - (iv) Estimate of number of jobs created and retained by project or activity in the manner and form prescribed by DOE
 - (v) Infrastructure investments made by State and local governments, purpose, total cost, rationale or agency
 - (vi) for funding infrastructure investment, name of agency contact.
 - (vii) Information on subcontracts or subgrants awarded by recipient to include data elements required to comply with the Federal Accountability and Transparency Act of 2006 (Pub. L. 109-282).
 - Jobs created and/or retained
 - Energy (kwh/therms/gallons/BTUs/etc.) saved
 - Renewable energy generated
 - GHG emissions reduced
 - Cost savings

Expenditures: Accurate records should be kept on project expenditures for all EECBG ARRA funded efforts. The specific information to be gathered and tracked is listed below. It will be the same for all project types:

- Expenditures for project activities
- Expenditures for administration
- Expenditures for evaluation

- Leveraged funds

Metrics Activity: The key metrics to be reported will vary by project type. The minimum information to be reported, by project activity type, is reported below.

Building Codes and Standards

- Name of new code adopted
- Name of old code replaced
- Number of new and existing buildings covered by new code

Building Retrofits

- Number of buildings retrofitted, by sector
- Square footage of buildings retrofitted, by sector

Clean Energy Policy

- Number of alternative energy plans developed or improved
- Number of renewable portfolio standards established or improved
- Number of interconnection standards established or improved

Building Energy Audits

- Number of audits performed, by sector
- Floor space audited, by sector
- Auditor's projection of energy savings, by sector

Energy Efficiency Rating and Labeling

- Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by the grantee

Government, School, Institutional Procurement

- Number of units purchased, by type (e.g., vehicles, office equipment, HVAC equipment, streetlights, exit signs)

Industrial Retrofit Support

- Number of buildings retrofitted, by Industry Type
- Square footage of buildings retrofitted, by Industry Sector

Loans, Grants, and Incentives

- Number and monetary value of loans given
- Number and monetary value of grants given
- Number and monetary value of incentives provided

Incremental Cost for Efficiency and Design Elements in New Buildings

- Number and square footage of new buildings designed, by sector

- Number and square footage of new buildings constructed, by sector

Renewable Energy Market Development

- Number and size of solar energy systems installed
- Number and size of wind energy systems installed
- Number and size of other renewable energy systems installed

Financial Incentives for Energy Efficiency

- Monetary value of financial incentive provided, by sector
- Total value of investments incentivized, by sector
- Estimated impact of incentives on total investment made

Technical Assistance

- Number of information transactions contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector

Transportation

- Number of alternative fuel vehicles purchased
- Number of conventional vehicles converted to alternative fuel use
- Number of new alternative refueling stations emplaced
- Number of new carpools and vanpools formed
- Number of energy-efficient traffic signals installed
- Number of street lane-miles for which synchronized traffic signals were installed

Workshops, Training, and Education

- Number and type of workshops, training, and education sessions held
- Number of people attending workshops, training, and education sessions

Other Activities Not Previously Defined

- Pertinent metric information for any activity not defined above should be captured and included as needed

Short-term Outcomes (DOE will provide supplemental guidance on how to calculate these outcomes to ensure consistent approaches that results can be aggregated at a regional, State and national level):

Energy Savings (kwh equivalents)

- Annual reduction in natural gas consumption (mmcf) by sector and end-use category
- Annual reduction in electricity consumption (MWh) by sector and end-use category
- Annual reduction in electricity demand (MW) by sector and end-use category
- Annual reduction in fuel oil consumption (gallons) by sector and end-use category
- Annual reduction in propane consumption (gallons) by sector and end-use category
- Annual reduction in gasoline and diesel fuel consumption (gallons) by sector and

end-use category

Job Creation/Retention

- Number
- Type
- Duration

Renewable Energy Capacity and Generation

- Amount of wind-powered electric generating capacity installed (MW)
- Amount of electricity generated from wind systems (MWh)
- Amount of photovoltaic generating capacity installed (MW)
- Amount of electricity generated from photovoltaic systems (MWh)
- Amount of electric generating capacity from other renewable sources installed (MW)
- Amount of electricity generated from other renewable sources (MWh)

Emissions Reductions (tons) (CO2 equivalents)

- Methane
- Carbon
- Sulfur dioxide
- Nitrogen oxide
- Carbon monoxide

Protected Personally Identifiable Information (PII)

Reports must not contain any *Protected* PII. PII is any information about an individual which can be used to distinguish or trace an individual's identity. Some information that is considered to be PII is available in public sources such as telephone books, public websites, university listings, etc. This type of information is considered to be Public PII and includes, for example, first and last name, address, work telephone number, e-mail address, home telephone number, and general educational credentials. In contrast, *Protected* PII is defined as an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

EXHIBIT B
DEPARTMENT OF ENERGY

SECTION III: DOE RECOVERY ACT REPORTING VIA PERFORMANCE AND ACCOUNTABILITY FOR GRANTS IN ENERGY (PAGE) SYSTEM

A. GEFA is responsible for reporting quarterly and monthly information to DOE via PAGE. Attachment 1 lists all metrics that recipients are required to report to the DOE via PAGE on a quarterly basis to DOE. The deadline for reporting these quarterly metrics will be on the 30th of the month, following the close of the quarter for which data are being reported (e.g. April 30th for data from January-March 2010).

In addition to the quarterly reporting of metrics, a subset of key metrics will be reported on a monthly basis from recipients with formula allocations greater than \$2 million. **EECBG recipients with formula allocations less than \$2 million will not be required to report any metrics monthly.** These metrics, listed in Attachment 2, are required to be reported on a more frequent basis in order to track progress and report success in key areas, to identify where additional assistance may be needed, and to maintain transparency and accountability regarding the use of Recovery Act funds. Monthly reports will be due on the 20th of the month following the month for which data is being reported.

B. For quarterly progress reports, Contractor shall no later than the 15th day after the end of each calendar quarter (beginning the quarter ending June 30, 2010), provide GEFA with a report on the use of Recovery Act funding, in accordance with DOE requirements. The reports shall cover the contract period of May 1, 2010 through June 30th, 2012 and is due:

Quarter Ending	Report Due
June 30, 2010	July 15, 2010
September 30, 2010	October 15, 2010
December 31, 2010	January 15, 2011
March 31, 2011	April 15, 2011
June 30, 2011	July 15, 2011
September 30, 2011	October 15, 2011
December 31, 2011	January 15, 2012
March 31, 2012	April 15, 2012
June 30, 2012	July 15, 2012

For monthly reports, Contractor shall no later than the 10th day of the month following month for which data is being reported, provide GEFA with a report on the use of Recovery Act funding, in accordance with DOE requirements. The first monthly reporting deadline will be March 20th, 2010, reporting data for February 2010.

EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics (Recovery Act) Jobs	
Metric Activity	Metric
Jobs Created	Jobs Created through Recovery Act funds (in FTEs)
Jobs Created	Jobs Created through Non-Federal funds (in FTEs)
Total Head-count	Cumulative number of individuals compensated for any amount of work on Recovery Act-supported projects.
Standard Programmatic Metrics	
Metric Activity	Metric
Building Retrofits	Outlays (Expenditure of Recovery Act funds)
Building Retrofits	Outlays (Expenditure of Non-Federal funds)
Building Retrofits	Number of buildings retrofitted, by sector
Building Retrofits	Square footage of buildings retrofitted, by sector
Loans and Grants	Outlays (Expenditure of Recovery Act funds)
Loans and Grants	Outlays (Expenditure of Non-Federal funds)
Loans and Grants	Number of loans given
Loans and Grants	Number of grants given
Loans and Grants	Total Monetary value of loans given
Loans and Grants	Total Monetary value of grants given
Renewable Energy Market Development	Outlays (Expenditure of Recovery Act funds)
Renewable Energy Market Development	Outlays (Expenditure of Non-Federal funds)
Renewable Energy Market Development	Number of solar energy systems installed
Renewable Energy Market Development	Total capacity of solar energy systems installed (kW)
Renewable Energy Market Development	Number of wind energy systems installed
Renewable Energy Market Development	Total capacity of wind energy systems installed (kW)
Renewable Energy Market Development	Number of other solar thermal systems installed
Renewable Energy Market Development	Total capacity of solar thermal systems installed (square feet)
Renewable Energy Market Development	Number of ground source geothermal systems installed
Renewable Energy Market Development	Total capacity of ground source geothermal systems installed (tons)
Renewable Energy Market Development	Number of biomass (non-transport) systems installed
Renewable Energy Market	Total capacity of biomass (non-transport) systems installed (kW)

Development	
Renewable Energy Market Development	Number of biofuel systems installed
Renewable Energy Market Development	Total capacity of biofuel systems installed (gallons per year)
Renewable Energy Market Development	Number of hydropower systems installed
Renewable Energy Market Development	Total capacity of hydropower systems installed (kW)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (BTU/h)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (kW)
Building Codes and Standards	Outlays (Expenditure of Recovery Act funds)
Building Codes and Standards	Outlays (Expenditure of Non-Federal funds)
Building Codes and Standards	Name of new code adopted
Building Codes and Standards	Name of old code replaced
Building Codes and Standards	Number of new and existing buildings covered by new code
Clean Energy Policy	Outlays (Expenditure of Recovery Act funds)
Clean Energy Policy	Outlays (Expenditure of Non-Federal funds)
Clean Energy Policy	Number of alternative energy plans developed or improved
Clean Energy Policy	Number of renewable portfolio standards established or improved
Clean Energy Policy	Number of interconnection standards established or improved
Clean Energy Policy	Number of energy efficiency standards established or improved
Clean Energy Policy	Number of other policies developed or improved
Building Energy Audits	Outlays (Expenditure of Recovery Act funds)
Building Energy Audits	Outlays (Expenditure of Non-Federal funds)
Building Energy Audits	Number of audits performed, by sector
Building Energy Audits	Floor space audited by sector
Building Energy Audits	Auditors projection of energy savings by sector
EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics	Outlays (Expenditure of Recovery Act funds)

(Recovery Act) Energy Efficiency Rating and Labeling	
Energy Efficiency Rating and Labeling	Outlays (Expenditure of Non-Federal funds)
Energy Efficiency Rating and Labeling	Types of energy-consuming devices for which energy-efficiency rating and labeling systems were endorsed by grantee
Government, School, Institutional Procurement	Outlays (Expenditure of Recovery Act funds)
Government, School, Institutional Procurement	Outlays (Expenditure of Non-Federal funds)
Government, School, Institutional Procurement	Number of units purchased, by type (e.g. vehicles, office equipment, HVAC equipment, streetlights, exit signs)
Industrial Process Efficiency	Outlays (Expenditure of Recovery Act funds)
Industrial Process Efficiency	Outlays (Expenditure of Non-Federal funds)
Industrial Process Efficiency	Reduction in natural gas consumption (MMcf)
Industrial Process Efficiency	Reduction in fuel oil consumption (gallons)
Industrial Process Efficiency	Reduction in electricity consumption (MWh)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Recovery Act funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Non-Federal funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Monetary value of financial incentive provided, by sector
Financial Incentives for Energy Efficiency and Other Covered Investments	Total value of investments incentivized, by sector
Technical Assistance	Outlays (Expenditure of Recovery Act funds)
Technical Assistance	Outlays (Expenditure of Non-Federal funds)
Technical Assistance	Number of information transactions contacts (for example, webinar, site visit, media fact sheet) in which energy efficiency or renewable energy measures were recommended, by sector
Transportation	Outlays (Expenditure of Recovery Act funds)
Transportation	Outlays (Expenditure of Non-Federal funds)
Transportation	Number of alternative fuel vehicles purchased
Transportation	Number of conventional vehicles converted to alternative fuel use
Transportation	Number of new alternative re-fueling stations emplaced
Transportation	Number of new carpools and vanpools formed
Transportation	Number of energy efficient traffic signals installed

Transportation	Number of street lane miles for which synchronized traffic signals were installed
Workshops, Training, and Education	Outlays (Expenditure of Recovery Act funds)
Workshops, Training, and Education	Outlays (Expenditure of Non-Federal funds)
Workshops, Training, and Education	Number of workshops, training, and education sessions held by sector
Workshops, Training, and Education	Number of people attending workshops, training, and education sessions, by sector
Other Activities Not Previously Defined	Outlays (Expenditure of Recovery Act funds)
Other Activities Not Previously Defined	Outlays (Expenditure of Non-Federal funds)
Other Activities Not Previously Defined	Pertinent metric information for any activity not defined above should be captured and included as needed
Critical Metrics	
Metric Activity	Metric
Energy Savings	Reduction in natural gas consumption (MMcf), by sector
Energy Savings	Reduction in electricity consumption (MWh), by sector
Energy Savings	Reduction in electricity demand (MW), by sector
Energy Savings	Reduction in fuel oil consumption (gallons), by sector
Energy Savings	Reduction in propane consumption (gallons), by sector
Energy Savings	Reduction in gasoline and diesel fuel consumption (gallons), by sector
Energy Cost Savings	Dollars Saved
Renewable Energy Capacity and Generation	Amount of electricity generated from wind systems (MWh)
EECBG Program Notice 10-01 Attach 1: EECBG Quarterly Reporting Metrics (Recovery Act) Renewable Energy Capacity and Generation	Amount of electricity generated from photovoltaic systems (MWh)
Renewable Energy Capacity and Generation	Amount of electricity generated from other renewable sources (MWh)
Emissions Reductions	Amount of green house gases reduced (CO2 equivalents) ¹
Emissions Reductions	Amount of criteria air pollutants reduced (tons) ²
EECBG Program Notice 10-01 Attach 2: EECBG Monthly Reporting Metrics (Recovery Act)	

Jobs	
Metric Activity	Metric
Total Head-count	Cumulative number of individuals compensated for any amount of work on Recovery Act-supported projects.
Standard Programmatic Metrics	
Metric Activity	Metric
Building Retrofits	Outlays (Expenditure of Recovery Act Funds)
Building Retrofits	Number of buildings retrofitted, by sector
Building Retrofits	Square footage of buildings retrofitted, by sector
Loans and Grants	Outlays (Expenditure of Recovery Act Funds)
Loans and Grants	Number of loans given
Loans and Grants	Number of grants given
Loans and Grants	Total Monetary value of loans given
Loans and Grants	Total Monetary value of grants given
Renewable Energy Market Development	Outlays (Expenditure of Recovery Act Funds)
Renewable Energy Market Development	Number of solar energy systems installed
Renewable Energy Market Development	Total capacity of solar energy systems installed (kW)
Renewable Energy Market Development	Number of wind energy systems installed
Renewable Energy Market Development	Total capacity of wind energy systems installed (kW)
Renewable Energy Market Development	Number of other solar thermal systems installed
Renewable Energy Market Development	Total capacity of solar thermal systems installed (square feet)
Renewable Energy Market Development	Number of ground source geothermal systems installed
Renewable Energy Market Development	Total capacity of ground source geothermal systems installed (tons)
Renewable Energy Market Development	Number of biomass (non-transport) systems installed
Renewable Energy Market Development	Total capacity of biomass (non-transport) systems installed (kW)
Renewable Energy Market Development	Number of biofuel systems installed
Renewable Energy Market Development	Total capacity of biofuel systems installed (gallons per year)
Renewable Energy Market Development	Number of hydropower systems installed

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Renewable Energy Market Development	Total capacity of hydropower systems installed (kW)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (BTU/h)
Renewable Energy Market Development	Number of other systems installed
Renewable Energy Market Development	Total capacity of other systems installed (kW)
Building Codes and Standards	Outlays (Expenditure of Recovery Act Funds)
Clean Energy Policy	Outlays (Expenditure of Recovery Act Funds)
Building Energy Audits	Outlays (Expenditure of Recovery Act Funds)
Energy Efficiency Rating and Labeling	Outlays (Expenditure of Recovery Act Funds)
Government, School, Institutional Procurement	Outlays (Expenditure of Recovery Act Funds)
Industrial Process Efficiency	Outlays (Expenditure of Recovery Act Funds)
Financial Incentives for Energy Efficiency and Other Covered Investments	Outlays (Expenditure of Recovery Act Funds)
Technical Assistance	Outlays (Expenditure of Recovery Act Funds)
Transportation	Outlays (Expenditure of Recovery Act Funds)
Workshops, Training, and Education	Outlays (Expenditure of Recovery Act Funds)
Other Activities Not Previously Defined	Outlays (Expenditure of Recovery Act Funds)

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**SECTION I: SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**

A. Preamble

The American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act) was enacted to preserve and create jobs and promote economic recovery, assist those most impacted by the recession, provide investments needed to increase economic efficiency by spurring technological advances in science and health, invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits, stabilize State and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive State and local tax increases. Recipients shall use grant funds in a manner that maximizes job creation and economic benefit.

The Recipient shall comply with all terms and conditions in the Recovery Act relating generally to governance, accountability, transparency, data collection and resources as specified in Act itself and as discussed below.

Recipients should begin planning activities for their first tier subrecipients, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related guidance. For projects funded by sources other than the Recovery Act, Contractors must keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning specific procedural requirements for the new reporting requirements. The Recipient will be provided these details as they become available. The Recipient must comply with all requirements of the Act. If the recipient believes there is any inconsistency between ARRA requirements and current award terms and conditions, the issues will be referred to the Contracting Officer for reconciliation.

B. Definitions

For purposes of this clause, Covered Funds means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the grant, cooperative agreement or TIA and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to covered funds -- the contractor, subcontractor, grantee, or recipient, as the case may be, if the contractor,

subcontractor, grantee, or recipient is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving covered funds; or with respect to covered funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

Recipient means any entity that receives Recovery Act funds directly from the Federal government (including Recovery Act funds received through grant, loan, or contract) other than an individual and includes a State that receives Recovery Act Funds.

C. The parties to this Agreement shall be guided by and subject to the provisions of ARRA, ARRA-related legislation, and all Federal and State regulations, directives, guidance and circulars issued for the purpose of implementing the ARRA program (hereinafter "ARRA Obligations").

D. Some requirements of the ARRA program lack specificity, particularly with regard to, but not limited to, reporting requirements, funding allocations, timeframes and the like. GEFA shall provide Contractor with specific ARRA requirements as they are made available to GEFA by the Federal Government, which requirements shall be binding on Contractor as a condition of Contractor's participation in the ARRA program, and as a condition of receipt of funds under the program, PROVIDED:

1. That such additional requirements shall be issued by GEFA in writing in the form of ARRA program guidance, bulletins and/or directives;
2. That such additional requirements shall be issued by GEFA in the most timely and expeditious manner practicable;
3. That such additional requirements shall be reasonably necessary to satisfy Contractor's and GEFA's ARRA Requirements and to realize the purposes of ARRA;
4. That major and material changes in the ARRA program and/or ARRA requirements which substantially affect Contractor's and/or GEFA's ability to fulfill their ARRA Requirements or otherwise serve to create a substantial hardship on either Contractor or GEFA shall be subject to an amendment to this Agreement;

5. That the parties' failure to execute a mutually acceptable amendment, as contemplated in subsection B. 4 above, in a reasonable period of time, given the exigencies of the ARRA program, shall result in this Agreement's being without force and effect subject only to such provisions contained herein as are intended to survive the Agreement in accordance with the express and implied provisions of applicable Federal and State law; and
6. That upon GEFA's good faith determination, delivered to Contractor by written notice, that Agreement between the parties to any necessary amendment as contemplated in subsection B. 4 above, cannot be achieved, then this Agreement shall be "closed out" and the funds disposed in accordance with established GEFA procedure and policy and as required under Federal and State law.
 - E. Contractor shall, in accordance with such governing laws, charter, articles, bylaws, ordinances, rules and procedures as are applicable to Contractor, issue resolutions for the approval of this Agreement which may address the unique nature of ARRA program requirements and ARRA Requirements and which may create provisional or conditional authorizations or approvals that are subject to further elaboration and/or determination as contemplated in subsection B. above., to include, but not limited to grant amounts, and such other provisions which may, during the term of this Agreement, be altered or adjusted as a result of actions by the Federal and State Governments in accordance with ARRA and ARRA Requirements. Should Contractor be obligated under its own procedure to amend or reissue such resolutions as are contemplated herein, it shall provide a copy of such resolution to GEFA as soon as is practicable.
 - F. For purposes of ensuring full compliance with ARRA and ARRA Requirements, GEFA may initiate special audits, monitoring visits and requests for ARRA program-related information, which Contractor shall provide and/or accommodate in a timely fashion.
 - G. In the event that Contractor fails to assist and cooperate with GEFA in its oversight functions as provided in subsection D., or should GEFA determine Contractor has not met its Requirements under this Agreement, the following may occur:
 1. GEFA may issue a written, detailed finding and directive, advising Contractor of its failure to meet its obligations, which directive shall specify a time certain within a reasonable period of time, given the urgency and time constraints associated with ARRA, in which Contractor must be in full compliance with the directive;
 2. Should Contractor fail to comply with the finding and directive in accordance with subsection E. 1 above, GEFA may suspend ARRA program payments to Contractor as provided herein until such time as Contractor is in compliance;

3. Should Contractor dispute GEFA's finding, Contractor shall within 15 days of receipt of the finding deliver a written rebuttal to GEFA which GEFA shall evaluate and respond to within ten days, stating whether the finding shall be revoked, amended or enforced;
4. Any suspension of ARRA payments as provided in subsection E. 2 above shall be conditioned upon GEFA providing the Federal funding agency with copies of its finding(s) and directive(s) together with Contractor's rebuttal(s);
5. Should the Federal funding agency have or be willing to conduct an investigative or review process, the payment suspension shall be in force until such time as the Federal funding agency affirms or recommends or compels reversal of GEFA's finding(s);
6. Contract status and payment obligations disputes which are not resolved to the mutual satisfaction of the parties through the procedures specified in subsections E. 1) to 5) above, shall be resolved in accordance with procedures established for the standard (non-ARRA) GEFA programs under applicable Federal and State law, provided GEFA may, at its option, withhold ARRA program payments until final resolution of the matter as provided in this subsection.

H. Contractor shall, to the extent practical and feasible, include in all informational materials made available to the general public, including but not limited to newsletters, bulletins, fliers, advertisements, forms and signs, the following phrase: "This project, program or service is funded in whole or in part by the American Recovery and Reinvestment Act of 2009 in cooperation with the Georgia Environmental Facilities Authority."

I. Separate Accounting

Contractor shall segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Recovery Act funds can be used in conjunction with other funding sources as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and OMB Guidance.

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

SECTION II: SECTION 1512 REPORTING REQUIREMENTS

A. Section 1512 of the Recovery Act requires reports on the use of Recovery Act funding by GEFA no later than the 10th day after the end of each calendar quarter (beginning the quarter ending March 31, 2010) and for the Federal agency providing those funds to make the reports publicly available no later than the 30th day after the end of that quarter.

B. GEFA is responsible for reporting the information required by Section 1512 of the Act and as provided in any Guidance on the Act, including the Federal Funding Accountability and Transparency Act (FFATA) data elements for the contractors of GEFA required under 1512(c)(4). In addition, GEFA must report three additional data elements associated with any vendors receiving funds from GEFA for any payments greater than \$25,000. Specifically, GEFA must report the identity of the vendor by reporting the D-U-N-S number, the amount of the payment, and a description of what was obtained in exchange for the payment. If the vendor does not have a D-U-N-S number, then the name and zip code of the vendor's headquarters will be used for identification. Vendors, as defined in the guidance, are not required to obtain a D-U-N-S number.

C. Contractor shall no later than the 4th day after the end of each calendar quarter (beginning the quarter ending March 31, 2010), provide GEFA with a report on the use of Recovery Act funding, in accordance with Section 1512 of the Act and as provided in any Guidance on the Act. The report shall cover the contract period of May 1, 2010 through June 30, 2012 and is due:

Quarter Ending	Report Due
June 30, 2010	July 5, 2010
September 30, 2010	October 5, 2010
December 31, 2010	January 5, 2011
March 31, 2011	April 5, 2011
June 30, 2011	July 5, 2011
September 30, 2011	October 5, 2011
December 31, 2011	January 5, 2012
March 31, 2012	April 5, 2012
June 30, 2012	July 5, 2012

- D. General Requirements. The Contractor report to GEFA shall include the following:
1. Total amount of funds received, and of that, the amount spent on projects and activities;
 2. A list of those projects and activities funded by name to include:
 - (a) Description;
 - (b) Completion status; and
 - (c) Estimates on jobs created or retained.
 3. Details on sub-awards and other payments.

E. FFATA Data Elements. The Contractor report to GEFA shall also include the FFATA data elements required under Section 1512(c)(4) for payments from GEFA to Contractor. In addition, the Contractor shall report one data element associated with any vendors receiving funds from the Contractor. Specifically, the Contractor must report, for any payments greater than \$25,000, the identity of the vendor by reporting the D-U-N-S number, if available, or otherwise the name and zip code of the vendor's headquarters. Vendors are not required to obtain a D-U-N-S number.

The specific data elements to be reported by GEFA and Contractor are included in the data dictionary contained in the *Recipient Reporting Data Model*. This document will be published on OMB's website and www.Recovery.gov as supplemental materials to the January 22, 2009 Guidance. Below are the basic reporting requirements to be reported on prime recipients, recipient vendors, sub-recipients, and sub-recipient vendors. Administrative costs are excluded from the reporting requirements. The basic reporting requirements below may contain multiple data elements as defined in the data dictionary.

Prime Recipient/GEFA

1. Federal Funding Agency Name
2. Award identification
3. Recipient D-U-N-S
4. Parent D-U-N-S
5. Recipient CCR information
6. CFDA number, if applicable
7. Recipient account number
8. Project/grant period
9. Award type, date, description, and amount
10. Amount of Federal Recovery Act funds expended to projects/activities
11. Activity code and description

12. Project description and status
13. Job creation narrative and number
14. Infrastructure expenditures and rationale, if applicable
15. Recipient primary place of performance
16. Recipient area of benefit
17. Recipient officer names and compensation (Top 5)
18. Total number and amount of small sub-awards; less than \$25,000

Recipient Vendor

1. D-U-N-S or Name and zip code of Headquarters (HQ)
2. Expenditure amount
3. Expenditure description

Sub-Recipient/Contractor (also referred to as FFATA Data Elements)

1. Sub-recipient D-U-N-S
2. Sub-recipient CCR information
3. Sub-recipient type
4. Amount received by sub-recipient
5. Amount awarded to sub-recipient
6. Sub-award date
7. Sub-award period
8. Sub-recipient place of performance
9. Sub-recipient area of benefit
10. Sub-recipient officer names and compensation (Top 5)

Sub-Recipient Vendor

1. D-U-N-S or Name and zip code of HQ

F. Jobs Creation Estimates. The Contractor shall report to GEFA jobs estimates for each project or activity, as required by Section 1512(c)(3)(D) of the Recovery Act. The final detailed reporting requirements for recipients of grants, cooperative agreements, loans and contracts along with data entry instructions will be posted on www.FederalReporting.gov as explained in federal agency award terms/clauses.

The points below provide an overview of the key requirements and supplemental guidance on reporting the employment impact of the Recovery Act funded work.

- Prime recipients are required to report an estimate of jobs directly created or retained by project and activity or contract. Recipients will be required to report an aggregate number for the cumulative jobs created or retained for the quarter in a separate numeric field. Recipients will also be asked to provide a narrative description of the employment impact. While no change is being made to the actual information required to be reported, the clarification that this information will be collected in two separate fields – one

numeric and a text field for the narrative – is an update from previous Recovery Act guidance.

- A job created is a new position created and filled or an existing unfilled position that is filled as a result of the Recovery Act; a job retained is an existing position that would not have been continued to be filled were it not for Recovery Act funding. A job cannot be counted as both created and retained. Also, only compensated employment in the United States or outlying areas should be counted. See 74 FR 14824 for definitions.
- The estimate of the number of jobs required by the Recovery Act should be expressed as “full-time equivalents” (FTE), which is calculated as total hours worked in jobs created or retained divided by the number of hours in a full-time schedule, as defined by the recipient (see Section 5.3 for more information). The FTE estimates must be reported cumulatively each calendar quarter.
- Recipients of grants, cooperative agreements, and loans must include in the aggregate number and their narrative description an estimate of jobs created and retained on projects and activities managed by their funding recipients. This clarification is a change from previous guidance, based on comments received on the Federal Register notice and stakeholder input. For additional guidance on providing these estimates see Section 5.4. Recipients should not attempt to report on the employment impact on materials suppliers and central service providers (so-called “indirect” jobs) or on the local community (“induced” jobs). Employees who are not directly charged to Recovery Act supported projects/activities, who, nonetheless, provide critical indirect support, e.g., clerical/administrative staff preparing reports, institutional review board staff members, departmental administrators, are NOT counted as jobs created/retained. Recipients report only direct jobs because they may not have sufficient insight or consistent methodologies for reporting indirect or induced jobs. The Council of Economic Advisers is developing a macro-economic methodology to account for the overall employment impact of the Recovery Act.
- The narrative should include a brief description of the types of jobs created or retained. This description may rely on job titles, broader labor categories, or the recipient’s existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work.
- Recipients will report for all projects and activities or federally awarded contracts regardless of whether they are funded in whole or in part by the Recovery Act, but should report only on the jobs and funding attributable to an award under the Recovery Act.

Recipients must include an estimate of jobs created and retained on projects and activities managed by their funding recipients in their aggregate number and their narrative description. This information will be provided for each project and activity funded by the Recovery Act. The clarification that recipients must report jobs estimates for all sub-awarded funds is an update from previous guidance.

EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

**SECTION III. WAGE RATE REQUIREMENTS, BUY AMERICAN PROVISIONS,
INSPECTION OF RECORDS**

A. Wage Rate Requirements Under Section 1606 Of The Recovery Act

1. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (Davis-Bacon Act).

2. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 C.F.R. parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 C.F.R. 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section.

3. Contractor shall comply with the wage rate requirements under Section 1606 of the ARRA, and shall require its contractors and subcontractors to pay laborers and mechanics employed on ARRA-assisted construction at least the Davis-Bacon prevailing wages. Contractor shall cause the standard Davis-Bacon contract clauses found in 29 C.F.R. 5.5(a) to be incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

4. Contractor shall maintain payrolls and basic records relating to payroll during the course of the work and preserve them for a period of three years thereafter for all laborers and mechanics working on the project, or as designated in the grant document. Contractor shall also ensure that all laborers and mechanics on a project funded or assisted in whole or part with Recovery Act funds are paid on a weekly basis and must submit weekly certified payroll records to the contracting and administering agency.

B. Buy American

1. None of the funds provided under this Agreement derived from the American Recovery and Reinvestment Act, Pub. L. 111-5, may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

2. Subsection 1 shall not apply in any case or category of cases in which the head of the Federal department or agency (grantor) finds that –

- a. applying subsection 1 would be inconsistent with the public interest;
- b. iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- c. inclusion of iron, steel and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

3. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection 1 based on a finding under subsection 2, the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

4. This section shall be applied in a manner consistent with United States obligations under international agreements.

5. Implementation of this provision should follow the forthcoming requirements in the Federal Acquisition Regulation or as otherwise identified by the Contracting Officer.

C. Authority Of U.S. Comptroller General

1. Pursuant to Section 902 of the ARRA, the U.S. Comptroller General and his representatives shall have the authority to:

(a) examine any records of the Contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and

(b) interview any officer or employee of the contractor or any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection C.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

D. Authority Of Federal Inspector General

1. Pursuant to Section 1515(b) of the ARRA, any representative of an appropriate inspector general appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), shall have the authority to:

(a) examine any records of the Contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the contract, subcontract, grant, or subgrant; and

(b) interview any officer or employee of the contractor, subcontractors, grantee, subgrantee, or any state or local government agency administering the contract, regarding such transactions.

2. Contractor shall cause the provision in subsection D.1, or a similar provision to be a part of all contracts entered into by Contractor concerning the Project.

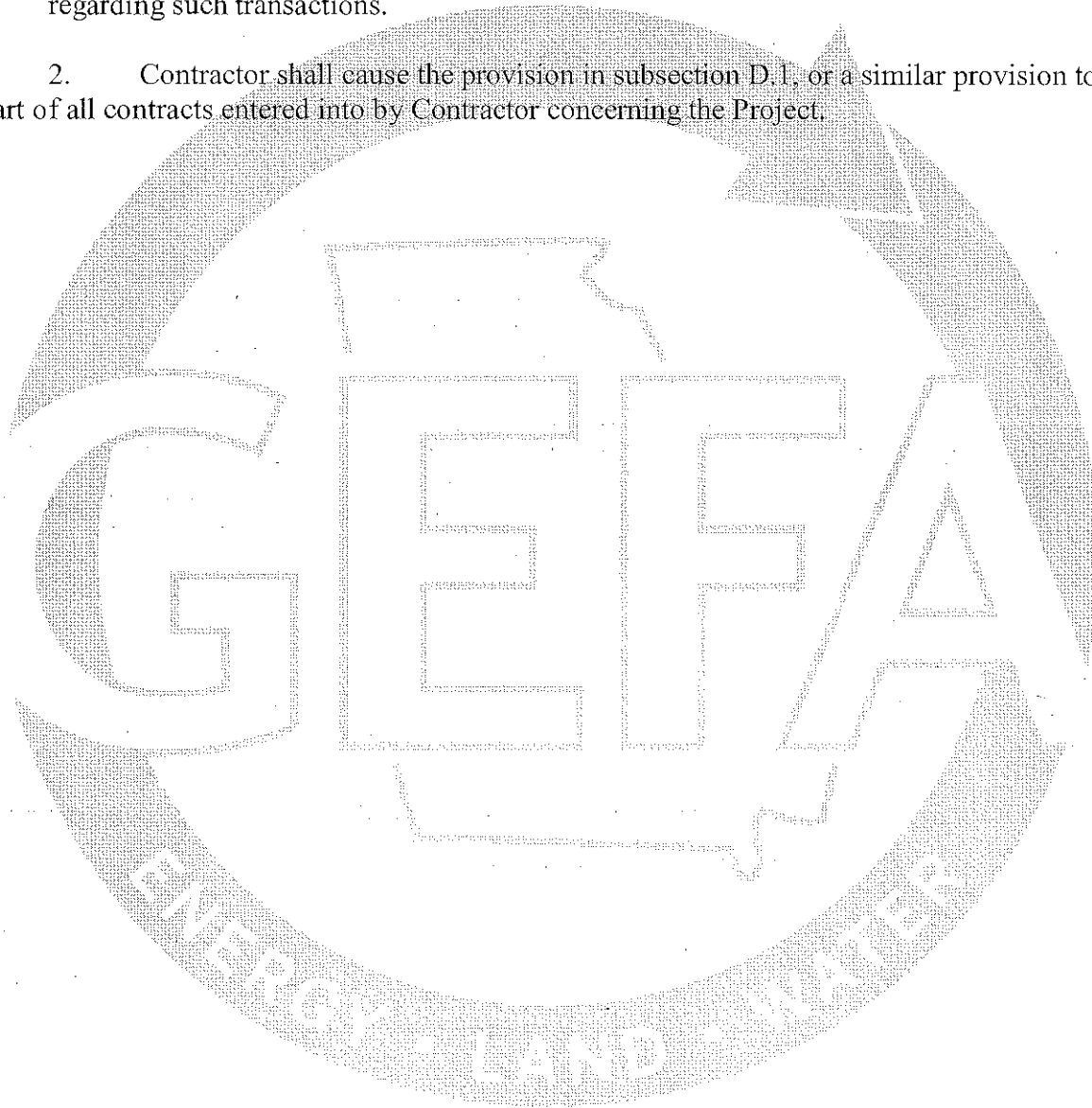


EXHIBIT C
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

IV. ADDITIONAL PROVISIONS

A. Administrative Requirements

For all Contractors, administrative requirements of the awards will be governed by Section 1512 of the American Recovery and Reinvestment Act of 2009.

B. Central Contractor Registration (CCR)

1. As required under the Recovery Act, Contractor must have a Dun and Bradstreet Universal Numbering System (DUNS) number (www.dnb.com) (or update its existing DUNS record), and register with the Central Contractor Registration (CCR; www.ccr.gov) no later than July 10, 2009. (ARRA § 1512, ARRA § 1609)
2. Contractor must maintain active and current registrations in the Central Contractor Registration (www.ccr.gov) at all times during which it has active federal awards funded with Recovery Act funds.

C. Preservation Of Open Competition And Government Neutrality Towards Contractors' Labor Relations On Federally Funded Construction Projects

1. Unless in conflict with the State of Georgia or local laws, Contractor must ensure that bid specifications, project agreements, or other controlling documents in construction contracts awarded pursuant to this agreement, or pursuant to a subaward to this agreement, do not:
 - a. Require or prohibit bidders, offerors, Contractors, or subcontractors to enter into or adhere to agreements with one or more labor organizations, on the same or other related construction project(s); or
 - b. Otherwise discriminate against bidders, offerors, Contractors, or subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction project(s).
2. The term "construction contract" as used in this provision means any contract for the construction, rehabilitation, alteration, conversion, extension, or repair of buildings, highways, or other improvements to real property.

3. Nothing in this provision prohibits bidders, offerors, Contractors, or subcontractors from voluntarily entering into agreements with labor organizations.

D. Procurement

All funds under this Agreement expended through a subcontract for personal services or goods shall be fully subject to open and free competition as directed by OMB Circulars A-102 and A-110. Contractor may not rely on prior contractual relationships with a subcontractor as the sole justification a subcontract awarded with ARRA funds. Contractor must fully implement all procurement procedures and requirements pursuant to Subsection C.

E. Whistleblowers Protection

Contractor acknowledges and agrees to the following obligations and proscriptions with respect to whistleblower protection contemplated under the provisions of ARRA as well as the associated policies and guidelines of the Federal Government concerning implementation of ARRA. Contractor further agrees to fully inform GEFA in writing in a timely fashion of any circumstance or incident related to the matters covered in this section.

Prohibition on Reprisals: An employee of any non-Federal employer receiving covered funds under the Recovery Act may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing, including a disclosure made in the ordinary course of an employee's duties, to the Accountability and Transparency Board, an inspector general, the Comptroller General, a member of Congress, a State or Federal regulatory or law enforcement agency, a person with supervisory authority over the employee (or other person working for the employer who has the authority to investigate, discover or terminate misconduct, a court or grand jury, the head of a Federal agency, or their representatives information that the employee believes is evidence of:

- Gross management of an agency contract or grant relating to covered funds;
- Gross waste of covered funds Weatherization Program Notice 09-1B 15
- Substantial and specific danger to public health or safety related to the implementation or use of covered funds;
- Abuse of authority related to the implementation or use of covered funds; or
- Violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) or grant, awarded or issued relating to covered funds.

Agency Action: Not later than 30 days after receiving an inspector general report of an alleged reprisal, the head of the agency shall determine whether there is sufficient basis to conclude that the non-Federal employer has subjected the employee to a prohibited reprisal. The agency shall either issue an order denying relief in whole or in part or shall take one or more of the following actions:

- Order the employer to take affirmative action to abate the reprisal.
- Order the employer to reinstate the person to the position that the person held before the reprisal, together with compensation including back pay, compensatory damages, employment benefits, and other terms and conditions of employment that would apply to the person in that position if the reprisal had not been taken.
- Order the employer to pay the employee an amount equal to the aggregate amount of all costs and expenses (including attorneys' fees and expert witnesses' fees) that were reasonably incurred by the employee for or in connection with, bringing the complaint regarding the reprisal, as determined by the head of a court of competent jurisdiction.

Nonenforceability of Certain Provisions Waiving Rights and Remedies or Requiring Arbitration: Except as provided in a collective bargaining agreement, the rights and remedies provided to aggrieved employees by this section may not be waived by any agreement, policy, form, or condition of employment, including any predispute arbitration agreement. No predispute arbitration agreement shall be valid or enforceable if it requires arbitration of a dispute arising out of this section.

Requirement to Post Notice of Rights and Remedies: Any employer receiving covered funds under the Recovery Act shall post notice of the rights and remedies as required therein. See www.Recovery.gov.

F. Prohibited Use Of Funds

Pursuant to the Recovery Act, Section 1604, Restrictions, Contractor shall not use Recovery Act funds to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

G. Information In Support Of Recovery Act Reporting

Contractor is responsible for maintaining and may be required to submit backup documentation for all expenditures of funds under the Recovery Act including such items as timecards and invoices. Contractor shall provide copies of backup documentation at the request of the Contracting Officer or designee.

H. False Claims Act

Contractor shall promptly refer to GEFA for transmission to the DOE or other appropriate Inspector General any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving those funds.



EXHIBIT D: METRICS

Each contractor is required to meet the below metrics and to report on their progress toward achieving these metrics on a monthly and quarterly basis

<u>METRIC</u>	<u>NUMERICAL GOAL</u>
Jobs Creation / Retention	
Job Creation/Retention	0
Emissions Reductions <i>(Calculated using the EECBG Estimated Expected Benefits Calculator and ICLEI's CACP software)</i>	
Greenhouse Gases Reduced (CO2 Equivalents)	7,876 tons of CO2 Equivalent
Criteria air pollutants reduced (TONS)	58
<i>Particulate Matter</i>	<i>1</i>
<i>Carbon Monoxide</i>	<i>1</i>
<i>Nitrous Oxides</i>	<i>13</i>
<i>Sulfur Dioxides</i>	<i>43</i>
Energy Savings	
Select Relevant Sector: <input checked="" type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input checked="" type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input checked="" type="checkbox"/> Institutional, <input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other: <i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA prior to completing and submitting this information.</i>	
Annual reduction in natural gas consumption (mmcf)	
Annual reduction in electricity consumption (MWh)	10516
Annual reduction in electricity demand (MW)	
Annual reduction in fuel oil consumption (gallons)	
Annual reduction in propane consumption (gallons)	
Annual reduction in gasoline consumption (gallons)	
Building Retrofits	
Select Relevant Sector: <input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input type="checkbox"/> Institutional, <input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other: <i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA</i>	

prior to completing and submitting this information.

Number of buildings retrofitted (#) *City facilities <u>ONLY</u>	
City of Decatur	4
City of Chamblee	2
City of Dunwoody	2
Square footage of buildings retrofitted (# sq. ft.)	
City of Decatur	110,000
City of Chamblee	
City of Dunwoody	
Loans & Grants Given	
Number of grants (#)	10
Total monetary value of grants (\$)	\$1,000 - \$10,000
Number of loans (#)	
Total monetary value of loans (\$)	
Renewable Energy Market Development	
Solar Energy Systems Installed (#)	
Total capacity of systems installed (KW)	
Wind Energy Systems Installed (#)	
Total capacity of systems installed (KW)	
Other Renewable Energy Systems Installed (#)	
Total capacity of systems installed (KW)	
Technical Assistance	
Select Relevant Sector:	
<input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input type="checkbox"/> Public, <input type="checkbox"/> Institutional,	
<input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other:	
<i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA</i>	
<i>prior to completing and submitting this information.</i>	

DOE Grant # DE-EE0000806
 CFDA: # 81.128

GEFA Contract ARRA_EECBG_LocGov2010_118

Number of information contacts (for example, webinar, site visit, media, fact sheet) in which energy efficiency or renewable energy measure were recommended, by sector (#)	
Workshops, Training, and Education	
Select Relevant Sector: <input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input type="checkbox"/> Institutional, <input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other:	
<i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA prior to completing and submitting this information.</i>	
Workshops, Training Events, or Educational Seminars (#)	2
Participants Trained (#)	10
Industrial Process Efficiency (kwh equivalents)	
Reduction in natural gas consumption (mmcf)	
Reduction in fuel oil consumption (gallons)	
Reduction in electricity consumption(MWh)	6,862
Building Codes and Standards	
Name of new code adopted	
Name of old code replaced	
Number of new and existing buildings covered by new code	
Clean Energy Policy	
Number of Alternative energy plans developed or improved	
Number of renewable energy portfolio standards	
Number of interconnection standards established or improved	
Number of energy efficiency standards established or improved	
Number of other policies developed or improved	
Building Energy Audits	
Number of Audits performed by sector	
Select Relevant Sector: <input type="checkbox"/> Commercial, <input type="checkbox"/> Industrial, <input type="checkbox"/> Residential, <input type="checkbox"/> Transportation, <input checked="" type="checkbox"/> Public, <input type="checkbox"/> Institutional,	

<input type="checkbox"/> Agricultural, <input type="checkbox"/> All sectors, <input type="checkbox"/> Other:	
<p><i>Please note: if you working on more than sector, but not "All sectors", please contact GEFA prior to completing and submitting this information.</i></p>	
Floor space audited by sector (ft ²)	
City of Decatur (<i>completed audits</i>)	110,000
City of Chamblee	
City of Dunwoody	
Government School and Institutional Procurement	
Number of units purchased by type (hvac, exits signs, lighting)	

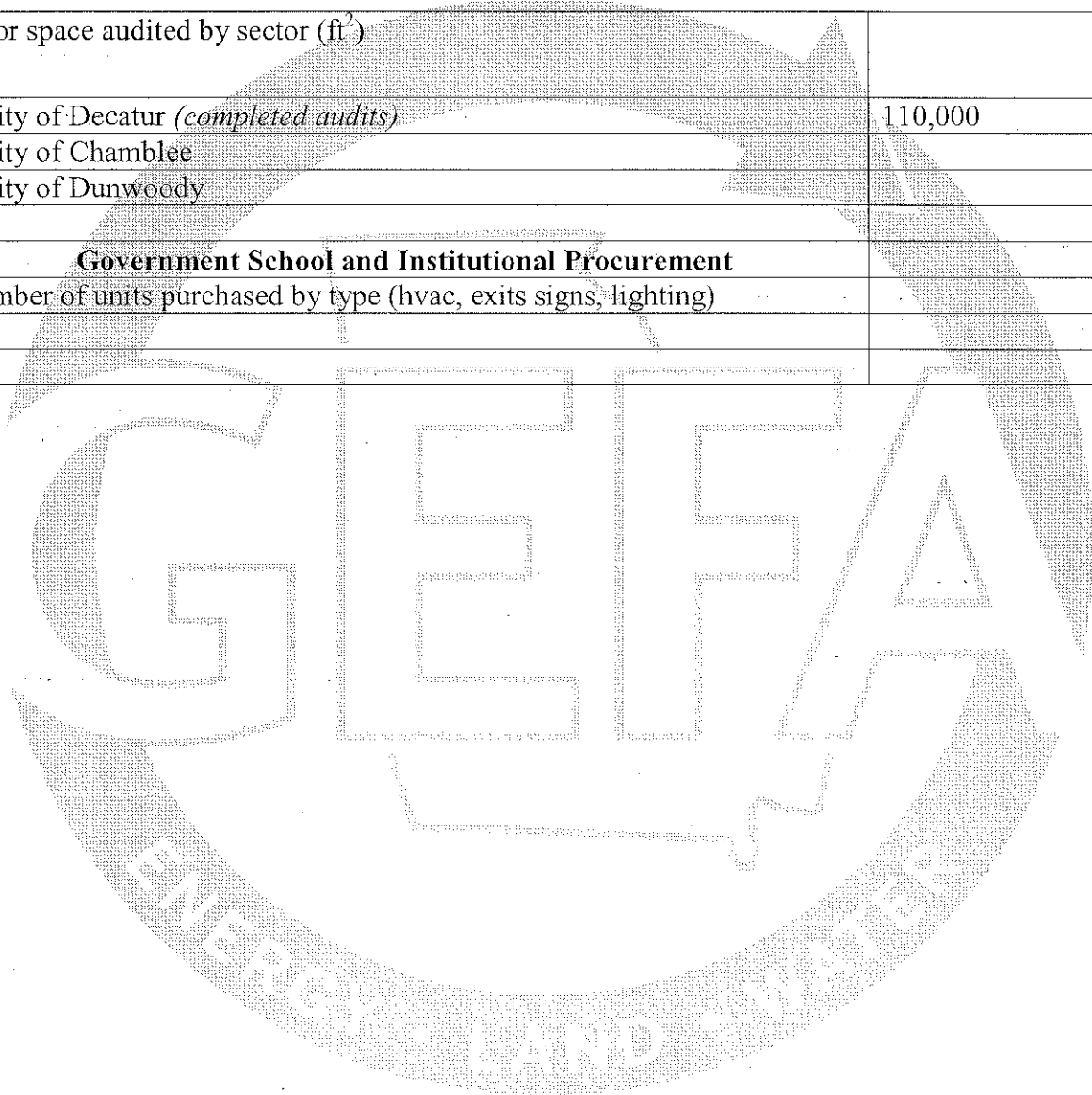


EXHIBIT E: BUDGET

Activity Category	Budget Details	Budget Dollars
Administration	The City of Decatur's Resource Conservation Coordinator (RCC) will coordinate this program. \$10,000 has been included in the budget to finance the cost of coordinating energy audits, assisting cities with the creation of comprehensive retrofit plans, coordinating training for building inspectors and officials, and other activities associated with the program. This estimate assumes that the RCC will dedicate approximately 20 hours per month to the program in the first year, and 10-15 hours per month during the second year, at a cost of \$25 per hour.	\$10,000
Development of Energy Efficiency & Conservation Strategy		
Technical Consultant Services		
Residential & Commercial Building Energy Audits		
Financial Incentive Programs		
Energy Efficiency Retrofits (Gov & Non profit)	The majority of this grant request will finance energy efficiency retrofits to government owned facilities in the City of Decatur, City of Chamblee, and City of Dunwoody. \$400,000 has been included in the budget for this purpose. Additionally, The City of Decatur would like to earmark \$40,000 to issue sub-grants ranging from \$1,000-\$10,000 to nonprofit organizations, school districts, local government agencies, and authorities, located within the City of Decatur.	\$440,000
Energy Efficiency Conservation Programs for Buildings and Facilities		
Building Codes and	Funding has been included in this application to	\$50,000

Inspections	establish a regional effort to help small cities reduce energy usage throughout the residential and commercial renovation and construction process by developing proper programs and procedures to enforce Georgia's energy codes.	
Renewable Energy Technologies		
Totals		\$500,000

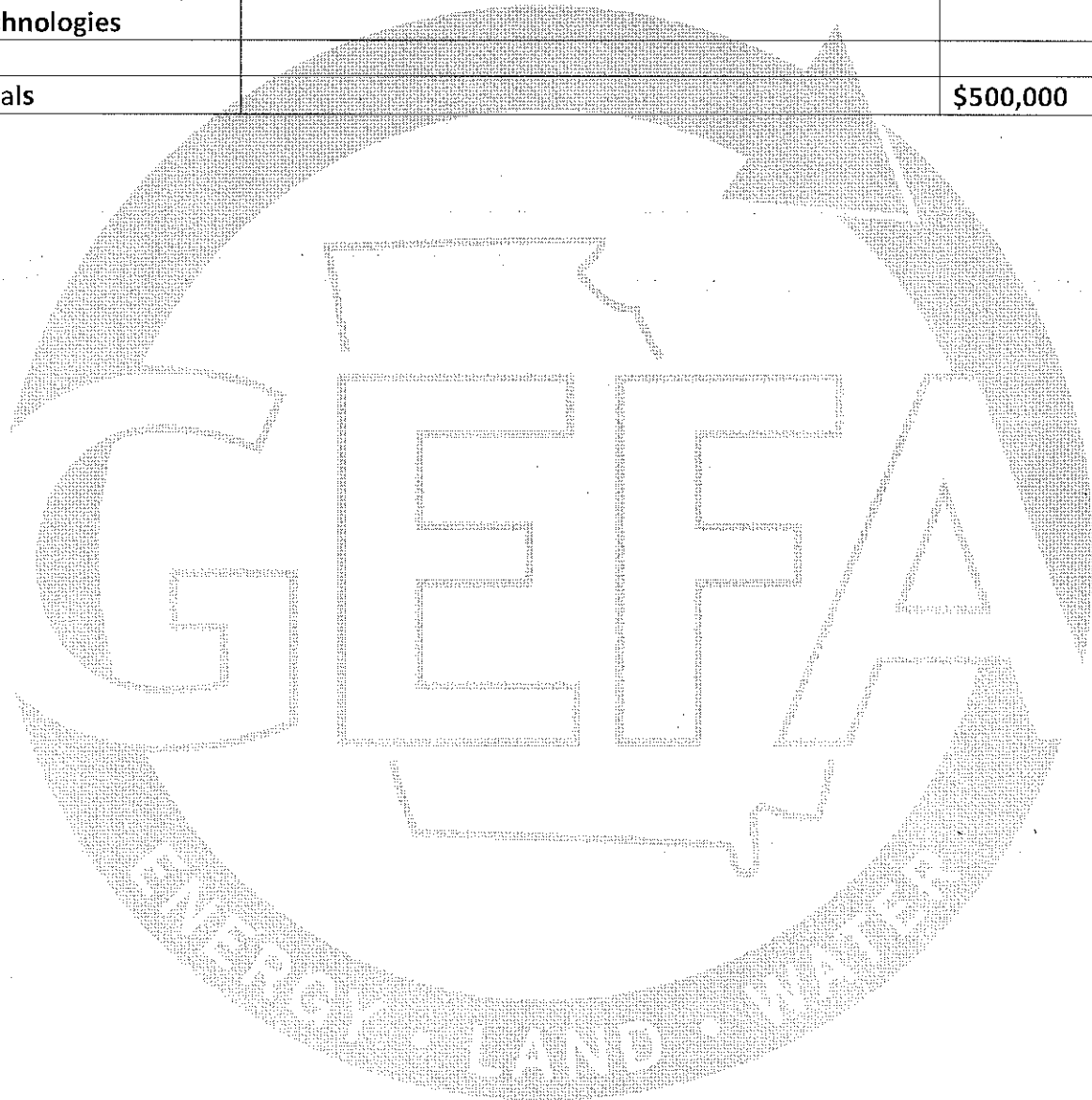


EXHIBIT F: TIMELINE

The contractor will adhere to the below timeline. The contractor will notify GEFA in writing if it falls behinds schedule. GEFA reserves the right to revoke the contract with 60 days notice if the contractor fails to show progress.

Summary of Activities	Time Frame
Receive award notification.	01/01/10-03/31/10
Contract preparations, enter into contract with GEFA.	04/01/10-06/30/10
<ol style="list-style-type: none"> 1. Energy audits begin for participating cities. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Participating cities approve Lights Out/Power Down policy. 4. Participating cities discuss establishing internal revolving funds for energy efficiency improvements. 5. Once an approved retrofit plan is in place, and proper policies and procedures are understood by all parties, cities may begin retrofits. 6. Begin planning training for Building Codes/Inspections staff. 	07/01/10-09/30/10
<ol style="list-style-type: none"> 1. Participating cities continue to conduct energy audits. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Cities begin/continue energy efficiency retrofits according to approved plans. 4. Guidelines published for all or part of sub-grant funding to Decatur organizations. 5. Training and/or the development of tools begins for Building Codes and Inspections staff. 	10/01/10-12/31/10
<ol style="list-style-type: none"> 1. Participating cities continue to conduct energy audits. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Cities begin/continue energy efficiency retrofits according to approved plans. 4. Training and/ or the development of tools continues for Building Codes and Inspections staff. 5. First round of grants awarded to Decatur organizations. 	01/01/11-03/31/11
<ol style="list-style-type: none"> 1. Participating cities continue to conduct energy audits. 2. For cities that have completed audits, retrofit plans will be developed and approved by committee. 3. Cities begin/continue energy efficiency retrofits according to approved plans. 4. Training and/ or the development of tools is finalized for Building Codes and Inspections staff. 5. Sub-grants to Decatur organizations are monitored. 	04/01/11—6/31/11
<ol style="list-style-type: none"> 1. For cities that have completed audits, but have not yet developed a 	07/01/11-09/30/11

<p>retrofit plan, plans must be approved by the Georgia Environmental Facilities Authority in order to ensure that sufficient time remains to complete retrofits.</p> <ol style="list-style-type: none"> 2. Cities begin/continue energy efficiency retrofits according to approved plans. 3. Guidelines published for remaining portion of sub grants to Decatur organizations (if applicable). 4. Sub-grants to Decatur organizations are monitored. 	
<ol style="list-style-type: none"> 1. Cities begin/continue energy efficiency retrofits according to approved plans. 2. Second round of grants awarded to Decatur organizations (if applicable). 3. Sub-grants to Decatur organizations are monitored. 	10/01/11-12/31/11
<ol style="list-style-type: none"> 1. Cities begin/continue energy efficiency retrofits according to approved plans. 2. Sub-grants to Decatur organizations are monitored. 	01/01/12-03/31/12
<ol style="list-style-type: none"> 1. Cities finalize energy efficiency retrofits according to approved plans. 2. Sub-grants to Decatur organizations are monitored. 	04/01/12—6/31/12

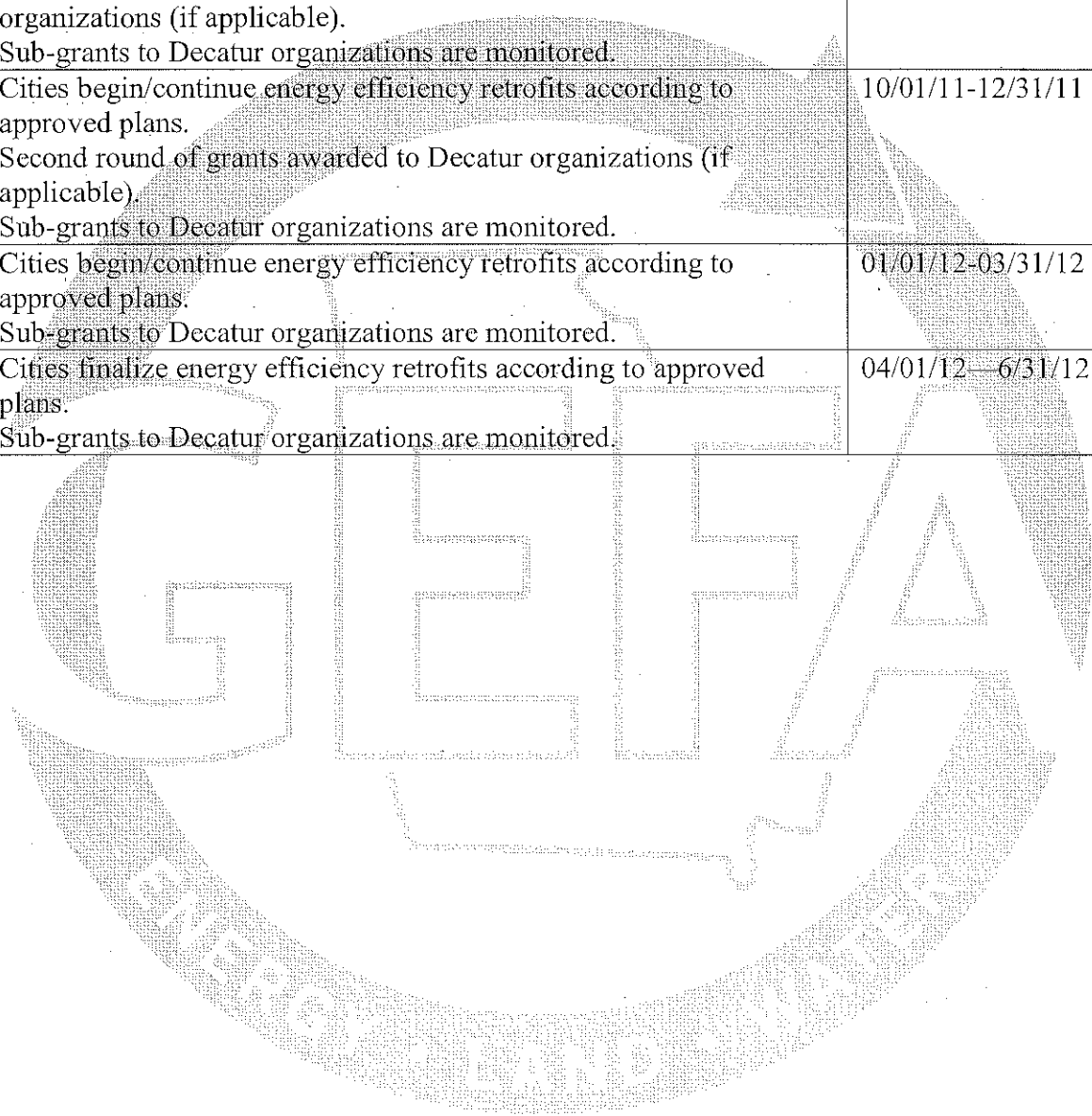


EXHIBIT G: NEPA REQUIREMENTS

The contractor must limit project activities to those that have received NEPA CX approval, per the below categories and conditions.

Part I – Bounded Categories

1. Conducting residential and commercial building energy audits, which Projects include hiring technical consultants for such work.
2. Establishment of financial incentive programs for energy efficiency improvements.
3. Provision of grants to nonprofit organizations and governmental agencies for the purpose of performing energy efficiency retrofits, provided that:
 - Projects Are Limited To: installation of insulation; installation of efficient lighting; heating, venting, and air conditioning (HVAC) and high-efficiency shower/faucet upgrades; weather sealing; the purchase and installation of ENERGY STAR appliances; installation of solar powered appliances with improved efficiency; and replacement of windows and doors.
4. Development and implementation of energy efficiency and conservation programs for buildings and facilities within the jurisdiction of the entity, provided that:
 - Projects Are Limited To: design and operation of the programs; identifying the most effective methods for achieving the maximum participation and efficiency rates; public education, measurement and verification protocols; and identification of energy efficient technologies.
5. Development and implementation of programs to conserve energy used in transportation, provided that:
 - Projects Are Limited To: use of flex time by employers; use of satellite work centers; development and promotion of zoning guidelines or requirements that promote energy efficient development; and synchronization of traffic signals.
6. Development and implementation of building codes and inspection services, and associated training and enforcement of such codes in order to support code compliance and promote building energy efficiency.
7. Projects to increase participation and efficiency rates for material conservation programs.
8. Replacement of traffic signals and street lighting with energy efficient technologies.

9. Development, implementation, and installation on or in any government building of onsite renewable energy technology that generates electricity from renewable resources, provided that:

- Projects Are Limited To:
 - Solar Electricity/Photovoltaic - appropriately-sized system or unit on existing rooftops and parking shade structures; or a 60 KW system or smaller unit installed on the ground within the boundaries of an existing facility.
 - Wind Turbine - 20 KW or smaller.
 - Solar Thermal - system must be 20 KW or smaller.
 - Solar Thermal Hot Water - such as appropriately sized for small buildings.
 - Ground Source Heat Pump - 5.5-ton capacity or smaller, horizontal/vertical, ground, closed-loop system.
 - Combined Heat and Power System - boilers sized appropriately for the buildings in which they are located.
 - Biomass Thermal - 3 MMBTUs per hour or smaller system with appropriate Best Available Control Technologies (BACT) installed and operated.

Part II - Integral Element Requirements and Other Conditions

State [X] shall award sub-grants only for Projects that would not:

- (1) Threaten a violation of applicable statutory, regulatory, or permit requirements for environment, safety, and health, including requirements of DOE and/or Executive Orders;
- (2) Require siting and construction or major expansion of waste storage, disposal, recovery, or treatment facilities (including incinerators);
- (3) Disturb hazardous substances, pollutants, contaminants, or CERCLA-excluded petroleum and natural gas products that preexist in the environment such that there would be uncontrolled or unpermitted releases; or
- (4) Adversely affect environmentally sensitive resources. Environmentally sensitive resources include, but are not limited to:
 - (i) Property (e.g., sites, buildings, structures, objects) of historic, archeological, or architectural significance designated by Federal, state, or local governments or property eligible for listing on the National Register of Historic Places;
 - (ii) Federally-listed threatened or endangered species or their habitat (including critical habitat), Federally- proposed or candidate species or their habitat, or state-listed endangered or threatened species or their habitat;

- (iii) Wetlands regulated under the Clean Water Act (33 U.S.C. 1344) and floodplains;
- (iv) Areas having a special designation such as Federally- and state-designated wilderness areas, national parks, national natural landmarks, wild and scenic rivers, state and Federal wildlife refuges, and marine sanctuaries;
- (v) Prime agricultural lands;
- (vi) Special sources of water (such as sole-source aquifers, wellhead protection areas, and other water sources that are vital in a region); and
- (vii) Tundra, coral reefs, or rain forests.

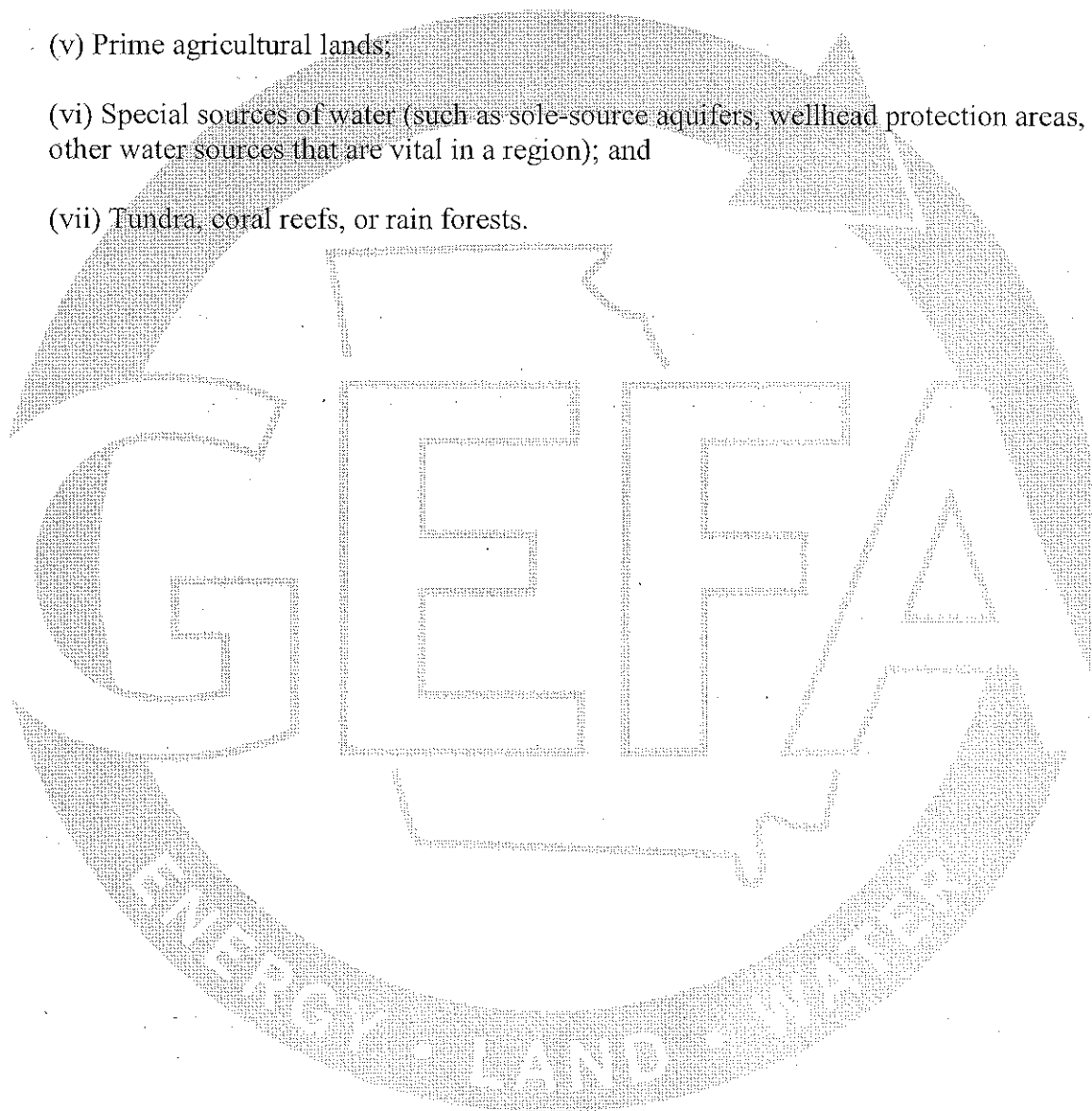


EXHIBIT H:
STATE HISTORIC PRESERVATION OFFICE REQUIREMENTS (SHPO)

Section 106 of National Historic Preservation Act (NHPA) mandates that projects receiving federal funds coordinate with State Historic Preservation Office (SHPO) to ensure compliance at state and local level. Compliance with SHPO will be required for all non-residential buildings *older than 50 years*.

The contractor will need to work with SHPO when installing the following:

- renewable energy
- insulation
- select fixture replacement
- select mechanical equipment upgrades

MEMORANDUM

To: Mayor and City Council

From: Sustainability Commission

Date: February 15, 2011

Subject: **Discussion of Special Events Recycling Criteria**

ITEM DESCRIPTION

At the January 24, 2011 meeting, staff presented Mayor and City Council with the First Read of a text amendment to Chapter 26, Streets, Sidewalks, and other Public Places, regarding the addition of a recycling plan to the application requirements for obtaining a special event permit. The text amendment referenced recycling criteria that would be adopted by Resolution, and the item before you tonight is the proposed text of that criteria.

RECOMMENDED ACTION

The Sustainability Commission would like to propose a Resolution to require all applicants seeking a special event permit comply with the criteria enumerated below:

1. Plan should identify the type of receptacles used for recycling collection and should indicate the manner which they will be clearly marked. Plan should indicate the location of recycling receptacles as being side by side with trash bins.
2. Plan should indicate the number of recycling receptacles, and the number should be in proportion with the expected number of event attendees. The plan should indicate a greater proportion of recycling receptacles in proximity to food serving areas of one set of receptacles for every 500 people attending the entire event.
3. Plan should indicate the location of the dumpsters so that they are off to the side and out of the way. Plan should include a schedule verifying that receptacles will be emptied into dumpsters periodically throughout the event as needed and should identify the number of additional liners that will be provided for that purpose.
4. Plan should indicate a monitor for litter and continual pick-up.
5. The plan should include a schedule for the trash bins and containers to be removed from the area after the event. The schedule may allow the dumpsters, if hidden and out of the way, to be retrieved within the next business day.
6. Plan should identify the entities that will accept trash and materials to be recycled. Plan should indicate the party responsible for seeing that trash and recyclables are delivered to those entities.

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2011-XX-XX

**A RESOLUTION TO ADOPT THE CITY OF DUNWOODY SPECIAL EVENTS RECYCLING
CRITERIA**

- WHEREAS,** the Mayor and City Council acknowledges that in order for the City to be a good steward of the environment, the City should try to minimize the amount of waste that is sent to landfills; and
- WHEREAS,** the City of Dunwoody encourages recycling as a method of minimizing waste and would like to demonstrate the service to the community; and
- WHEREAS,** special events occurring within the City attract numerous residents from the community; and
- WHEREAS,** recycling can be incorporated into Dunwoody special events by requiring collection as a function of a special event permit so that event attendees may observe the advantages of recycling; and
- WHEREAS,** pursuant to the ordinance established February 28, 2011, there is a requirement that anyone wishing to obtain a special event permit shall submit a recycling plan according to criteria adopted by resolution; and
- WHEREAS,** Mayor and City Council hereby wish adopt criteria in accordance with the ordinance that will provide a framework for the event coordinators to implement the recycling plan; now

THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody, and it is hereby resolved by the authority of the City Council, that the City of Dunwoody Special Events Recycling Criteria is hereby adopted as follows:

1. Plan should identify the type of receptacles used for recycling collection and should indicate the manner which they will be clearly marked. Plan should indicate the location of recycling receptacles as being side by side with trash bins.
2. Plan should indicate the number of recycling receptacles, and the number should be in proportion with the expected number of event attendees. The plan should indicate a greater proportion of recycling receptacles in proximity to food serving areas of one set of receptacles for every 500 people attending the entire event.
3. Plan should indicate the location of the dumpsters so that they are off to the side and out of the way. Plan should include a schedule verifying that receptacles will be emptied into dumpsters periodically throughout the event as needed and should identify the number of additional liners that will be provided for that purpose.
4. Plan should indicate a monitor for litter and continual pick-up.
5. The plan should include a schedule for the trash bins and containers to be removed from

**STATE OF GEORGIA
CITY OF DUNWOODY**

RESOLUTION 2011-XX-XX

the area after the event. The schedule may allow the dumpsters, if hidden and out of the way, to be retrieved within the next business day.

6. Plan should identify the entities that will accept trash and materials to be recycled. Plan should indicate the party responsible for seeing that trash and recyclables are delivered to those entities.

SO RESOVLED AND EFFECTIVE this 28th day of February, 2011.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk

Seal

MEMORANDUM

To: Mayor and City Council
From: Michael Smith, Public Works Director
Date: February 15, 2011
Subject: **Approval of Contract for Workflow Management Software**

ITEM DESCRIPTION

Approval of a contract to purchase and install software that will be used to manage and report on public works maintenance requests.

BACKGROUND

Public Works currently tracks requests for service such as pothole repair by logging them into a spreadsheet. The maintenance subcontractor submits paper copies of completed work orders on a weekly basis. The Public Works administrator reviews the work orders for completeness and accuracy and then manually enters the information back into the original spreadsheet. While this process has served its purpose for the first two years of operation, it is administratively time consuming and has limited capabilities for reporting on performance measures such as efficiency and timeliness.

As there are many off the shelf software solutions in the marketplace that are developed specifically for public works operations, the City has issued a request for proposals (RFP) to implement a workflow management system. The ultimate benefits of the system will be to:

- Maintain a high level of efficiency and customer service in responding to service requests
- Generate real-time management reports to track performance measures such as response time and costs
- Fully integrate maintenance functions with the City's Geographic Information System (GIS) and with the SeeClickFix application
- Allow for improved coordination with field crews whereby field personnel can electronically view and update the status of service requests from the field.

The City budgeted for this expense in 2010. Proposals are due February 3, 2011. Staff will conduct an initial evaluation of the bids prior to the February work session and an interim update will be presented at that time. It is anticipated that a contract will be presented for Council approval at the February 28th meeting.

A detailed analysis of the results of the RFP will be included in the public packet of information given to the Council in preparation for the February 28th meeting.

MEMORANDUM

To: Mayor and City Council
From: Michael Smith, Public Works Director
Date: February 15, 2011
Subject: **On Call Asphalt Patching Contract Approval**

ITEM DESCRIPTION

Approval of a unit price contract with Atlanta Paving for asphalt patching on an as needed basis.

BACKGROUND

The City has quite a few residential streets with isolated areas where the asphalt is failing. With the substantial backlog of streets that need resurfacing it will likely be several more years before many of these streets can be completely repaved. It is beneficial to repair the failing pavement to improve driving conditions and prevent further pavement damage prior to resurfacing. Repairs consist of cutting out the existing pavement, repairing or in some cases rebuilding the subgrade and repaving the area. The City's street maintenance subcontractor has been performing this work but some of the repairs have been extensive, time consuming and well beyond routine filling of potholes.

To effectively address these larger pavement repairs, the City issued a bid for a unit price contract to complete large area pavement patching on an as needed basis. Bids were received from twelve contractors and Atlanta Paving and Concrete Construction, Inc. submitted a low bid of \$81,625. A tabulation of all the bids is included as Attachment A.

FUNDING

Public Works allocated \$90,000 in its annual repairs and maintenance budget for large area pavement patching. If approved, this contract will be utilized to complete large repairs as needed and paid on a unit price basis out of the \$90,000 budget.

RECOMMENDATION

It is my opinion that this contract will provide a more cost effective method for completing large pavement repairs, improve the quality of these repairs and allow the City's maintenance subcontractor to respond to routine service requests in a more efficient manner. I respectfully request that Council: (1) award a contract to Atlanta Paving and Concrete Construction, Inc.; (2) authorize staff to provide funding for the contracts; and (3) authorize the City Manager to execute the necessary documents following satisfactory review by legal counsel.

**Attachment A - Bid Tabulation
ITB 11-30 On Call Asphalt Patching**

		Undercut Excavation (CY)	Graded Aggregate Base Course, 8 Inch Including Material (SY)	Recycled Asphalt Concrete 12.5 MM Superpave GP 2 Only including Bituminous Material and H- lime (Tons)	No. 34 stone backfill, in place (Tons)	Total
Estimated Quantity		500	500	500	100	
Bidder						
Atlanta Paving and Concrete Construction, Inc.	Unit Price Total	\$ 12.00 \$ 6,000.00	\$ 14.25 \$ 7,125.00	\$ 132.00 \$ 66,000.00	\$ 25.00 \$ 2,500.00	\$ 81,625.00
Jeff King Associates	Unit Price Total	\$ 19.30 \$ 9,650.00	\$ 26.00 \$ 13,000.00	\$ 110.90 \$ 55,450.00	\$ 46.50 \$ 4,650.00	\$ 82,750.00
H.E.H. Paving, Inc.	Unit Price Total	\$ 26.42 \$ 13,210.00	\$ 12.86 \$ 6,430.00	\$ 125.00 \$ 62,500.00	\$ 21.00 \$ 2,100.00	\$ 84,240.00
Blount Construction, Co. Inc.	Unit Price Total	\$ 10.35 \$ 5,175.00	\$ 12.85 \$ 6,425.00	\$ 152.00 \$ 76,000.00	\$ 20.00 \$ 2,000.00	\$ 89,600.00
Pinnacle International, Inc.	Unit Price Total	\$ 32.00 \$ 16,000.00	\$ 15.00 \$ 7,500.00	\$ 190.00 \$ 95,000.00	\$ 20.00 \$ 2,000.00	\$ 120,500.00
Butch Thompson Enterprises, Inc. [non-responsive]	Unit Price Total	\$ 58.70 \$ 29,350.00	\$ 30.10 \$ 15,050.00	\$ 144.95 \$ 72,475.00	\$ 37.20 \$ 3,720.00	\$ 120,595.00
Allied Paving Contractors, Inc.	Unit Price Total	\$ 22.50 \$ 11,250.00	\$ 17.50 \$ 8,750.00	\$ 195.00 \$ 97,500.00	\$ 45.00 \$ 4,500.00	\$ 122,000.00
Shepco Paving, Inc.	Unit Price Total	\$ 49.50 \$ 24,750.00	\$ 12.00 \$ 6,000.00	\$ 185.00 \$ 92,500.00	\$ 30.00 \$ 3,000.00	\$ 126,250.00
Mullins Brothers Paving Contractors	Unit Price Total	\$ 35.00 \$ 17,500.00	\$ 25.00 \$ 12,500.00	\$ 200.00 \$ 100,000.00	\$ 45.00 \$ 4,500.00	\$ 134,500.00
Construction 57, Inc.	Unit Price Total	\$ 35.00 \$ 17,500.00	\$ 12.75 \$ 6,375.00	\$ 250.00 \$ 125,000.00	\$ 30.00 \$ 3,000.00	\$ 151,875.00
Bartow Paving Co., Inc.	Unit Price Total	\$ 65.00 \$ 32,500.00	\$ 46.11 \$ 23,055.00	\$ 207.00 \$ 103,500.00	\$ 110.00 \$ 11,000.00	\$ 170,055.00
Stewart Brothers, Inc.	Unit Price Total	\$ 50.00 \$ 25,000.00	\$ 18.95 \$ 9,475.00	\$ 325.00 \$ 162,500.00	\$ 45.00 \$ 4,500.00	\$ 201,475.00

Economic
Development
Dunwoody *
* Smart people – Smart city



Economic Development Strategy

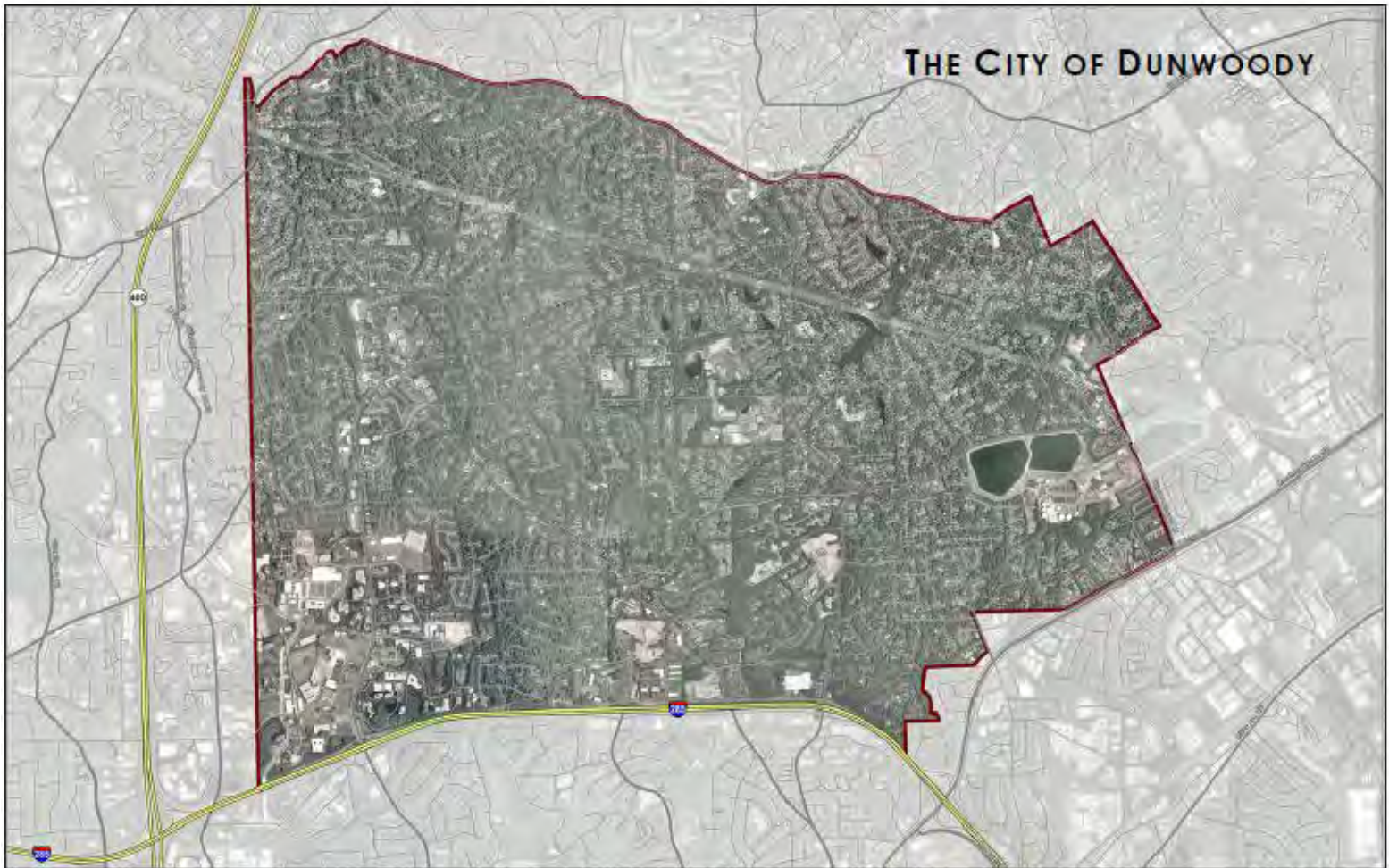
2011

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Introduction

Objectives

Economic Development Work Plan



Introduction

The fundamental purpose of a city government is to provide for the efficient and effective delivery of services to residents and businesses. However, Dunwoody operates in a competitive environment, not unlike a private business. The City competes with other communities for investment and jobs and the national economy and global economic trends create additional pressure. In this increasingly integrated and competitive market, each locality must work harder to cultivate its own economic future. This creates an opportunity for Dunwoody to initiate an action strategy to help mitigate the current economic downturn while creating sustainability for the future.

The United States, and every community within it, is facing economic challenges not seen since the Great Depression. This broad and deep downturn has affected every business sector. Local, regional, and state economies have changed radically in recent years as the “Great Recession” has significantly altered the competitive landscape for communities and their leadership.

The City of Dunwoody is better prepared than most, however, we must not allow ourselves to be complacent in this new competitive landscape. In fact, this is the best time to move aggressively forward with an action strategy to position our community for success. The City has recently completed a number of planning initiatives including a new Comprehensive Land Use Plan and Unified Branding Campaign. The City has also started master planning efforts for the Dunwoody Village and Georgetown/North Shallowford Road commercial areas, a Comprehensive Transportation Plan, and a Parks and Green Space Plan. These efforts will move the City forward with a clear vision for the future and a strong brand capturing the essence of Dunwoody. This economic development strategy will incorporate and build upon all of these efforts to help the City understand key economic development trends and challenges it faces and create a sense of collective responsibility in all sectors of the city – public, private, and civic.

This Strategy was not created in a vacuum and is not meant to be a static document. Goals and objectives will need to change in relation to Dunwoody’s economic situation. The foundation for the strategy began with summarizing data and observations contained in the Comprehensive Land Use Plan, Unified Brand Strategy, and the Economic Development Summit held over the summer of 2010. This data was augmented through one-on-one interviews with key economic development stakeholders.



Economic Development Work Plan

The economic development work plan is the means by which Dunwoody will implement its roadmap for economic success with a focus on actions that have the greatest impact on the local economy in the near-term that also builds for long-term economic sustainability. The plan recommends five overarching goals that will support Dunwoody's competitiveness for business investment in a rapidly changing market, followed by strategic initiatives that will provide an achievable framework for action. This concise plan will be used to inform and motivate our partners and stakeholders to understand the complexities, relationships, and benefits of successful economic development and take the necessary steps to advance the determined initiatives.

Economic Development Vision: The market-place views Dunwoody as a premier community to locate and grow a business...Dunwoody is globally competitive and connected to the knowledge economy...Dunwoody personifies ---- LIVE – WORK – PLAY with access to retail, restaurants and other "big city" amenities while retaining its strong sense of community.

Guiding Principles: Dunwoody's economic development strategy is based on six guiding principles:

- Responsive and Efficient Government
- Competitive Business Climate
- Strategic Infrastructure Investment
- High Quality Lifestyle
- Sustainability
- Leadership and Collaboration

Economic Development Mission: working with its many public and private partners, create and implement a sustainable economic development plan that stimulates a stable and growing economy, produces wealth for residents and businesses, strengthens existing and future industry clusters, diversifies Dunwoody's economic base, and increases the commercial tax base for the City.

Economic Development Goals

- Goal 1: Retain & Expand Existing Businesses
- Goal 2: Recruit Quality Jobs and Capital Investment
- Goal 3: Catalyze Redevelopment of Commercial Activity Centers
- Goal 4: Market Dunwoody's Competitive Advantages
- Goal 5: Improve Civic Capacity for Economic Development

Goal 1: Retain and Expand Existing Businesses

A critical economic priority for the City is to protect and promote a diversified, healthy tax base in order to function as a financially responsible government. The easiest businesses to get are the businesses we already have. Our retention strategy will help key businesses and industries already in Dunwoody successfully expand and create jobs.

Objective 1: Develop and maintain a knowledge base

Analyze existing companies to identify which should be targeted for Business Retention & Expansion efforts—priority should be given to high impact and future growth oriented companies. Conduct comprehensive executive interviews with these high-value companies to support their continued growth.

Objective 2: Create Team Dunwoody

Partner with property owners, brokers, PCID, PTC, CVBD, and Dunwoody Chamber of commerce, to develop an “early warning system” that will indicate a company is in danger of relocating or closing.

Objective 3: Build a Network of Support for Dunwoody Small Businesses

Work cooperatively with the Dunwoody Chamber of Commerce to develop a One-Stop-Shop that supports small businesses and entrepreneurs.

Goal 2 – Recruit Quality Jobs and Capital Investment

Economic Development’s core objective is the recruitment and retention of companies in Dunwoody with a specific focus on our targeted industry clusters. Develop a best-in-class business recruitment strategy that engages local stakeholders and targets high quality sustainable development that supports our diversified tax base.

Objective 1: Attract new companies within our targeted industry clusters

Identify existing and emerging industries that represent opportunities for the City to capture future growth in high paying jobs. Proactively pursue targeted leads through a business development strategy focused on these targeted clusters:

- National and Regional Headquarters
- Foreign Direct Investment / Operations of International Firms
- Technology: Information Technology, Digital Media, Internet Content, Software, Wireless, and Network Security.
- Business Services: Professional Services and Consulting, Marketing, Engineering, and Business Support Centers.
- Destination Activities: Retail, Hotels, and Upscale Restaurants.

Objective 2: Lead Development and Prospect Management

Develop and execute a comprehensive business-recruitment and lead management process that identifies prospects and engages them in a conversation about Dunwoody's value proposition as a location to do business.

Objective 3: Support and Collaborate with State and Regional Business Organizations

Take a leadership role in regional and state business associations for each of the targeted industry clusters. Enhance communication with these groups to build an understanding of Dunwoody's core competitive advantages.

Objective-4: Aggressively Market the Perimeter Center Office Market

The Director of Economic Development will take an active role in partnering with the City of Sandy Springs, Perimeter Community Improvement Districts, Sandy Springs Chamber of Commerce, Dunwoody Chamber of Commerce, Property Owners, Brokers, and other key stakeholders to market Perimeter Center as the premier office market in Metro Atlanta.

Objective 5 – Engage Private Sector Leaders to Act as Economic Development Ambassador's

Identify and cultivate leaders from throughout the community to "sell" Dunwoody to targeted businesses and support economic development activities.

Objective 6: Develop and Maintain a Real Estate Database

Develop a GIS based real estate inventory identifying key parcels such as future development sites, redevelopment sites, commercial activity nodes, and under-utilized parcels. Include detailed descriptions of properties, maps, up-to-date owners, and brokers to market to developers and businesses.

Objective 7: Support Dunwoody's Hospitality Industry

Work with the CVB to expand and grow the visitor market and increase the visitor experience, length of stay and expenditures on goods and services, as well as increasing local expenditures to capture spending.

Goal 3 – Catalyze Redevelopment of Commercial Activity Centers

Dunwoody's balanced tax base is derived from strong commercial activity nodes. Develop a strategy to strengthen and enhance Dunwoody's diverse neighborhood business districts, commercial activity nodes, and city gateways.

Objective 1: Aggressively Market the Master Plans for Dunwoody Village and Georgetown/North Shallowford Road

Identify developers that have experience implementing these types of projects and aggressively market the Master Plans when complete. Create detailed reports and collateral materials on Dunwoody's top redevelopment projects for marketing purposes.

Objective 2: Implement Catalytic Development Projects

Identify development opportunities within each of the neighborhood commercial areas that could act as a catalyst for future developments. Concentrate on a short list of projects that will “prime the pump” for additional investments and work cooperatively with the principal landowners to develop plans for these sites.

Objective 3: Focus Recruitment Efforts on Destination Retail and Hotel Opportunities

Create an aggressive recruitment effort focused on destination retail and hotels in coordination with our existing retail property owners.

Objective 4: Support Strategic Investment Opportunities

Support activities identified during the Comprehensive Land Use Plan and Master Planning process that support the overall redevelopment process such as streetscapes, roadway improvements, way finding system, etc.

Goal 4 – Market Dunwoody’s Competitive Advantages

Aggressively market Dunwoody’s economic development attributes creating a clear position within the Atlanta region that differentiates the City from our competition and supports recruitment and retention efforts.

Objective 1: Support Dunwoody’s Brand Identity

Utilize the brand message to create awareness of Dunwoody’s value proposition within the economic development and commercial real estate community. Highlight stories that are relevant to economic development that underscore the Dunwoody Brand.

Objective 2: Develop a Marketing Campaign that Supports our Business Development Plan

Economic development marketing efforts should be focused on Internal and External audiences that have a direct impact on Recruitment, Retention, and Expansion of businesses to Dunwoody. Engage in targeted marketing activities to identify which companies, at a firm level, are likely to expand or relocate.

Objective 3: Develop Distinctive Marketing Materials

Create distinctive marketing materials, which speak directly to the intended audience about the opportunities in Dunwoody.

Objective 4: Develop a PR Strategy for Economic Development

Design a dynamic PR program built around Dunwoody’s core brand and focused on spotlighting Dunwoody’s businesses, economy, and development opportunity. The PR campaign should promote the importance of sustainable economic development as part of the “city culture”.

Goal 5 – Improve Civic Capacity for Economic Development

Quality economic development will not happen without a long-term sustained effort. Identify the investments and public policy efforts necessary to improve the components of civic infrastructure most aligned to Dunwoody's economic development progress.

Objective 1: Better align strategy, operations, and resources of our economic development partners.

Actively engage Dunwoody's Economic Development Stakeholders in our on-going economic development process to leverage our individual resources.

- CVB of Dunwoody
- Perimeter CIDs
- Dunwoody Chamber of Commerce
- Perimeter Transportation Coalition
- Property Owners
- Commercial Real Estate Brokers

Objective 2: Be a Catalyst for sharing information and business intelligence

Harness the information, intelligence gathering, and knowledge assets within Dunwoody to identify economic development opportunities and leverage this information for recruitment purposes.

Objective 3: Enhance communication among organizations in the city that impact economic development.

This process ensures that the city is well coordinated and can respond quickly to the needs of a prospect or expanding company. Focus on improving communication between core groups: (1) the city of Dunwoody, (2) commercial property owners and brokerage community (3) business community and the general population, (4) economic development partners.

Objective 4: Provide Support and Leadership to the Development Authority of Dunwoody

Determine the appropriate strategic role for the Dunwoody Development Authority and aggressively use the Authority's powers to incentivize positive economic development projects.

Objective 5: Identify Additional Resources for Economic Development

Increase resources available for economic development through partnerships, grants, etc.

STATE OF GEORGIA
COUNTY OF DEKALB

INTERGOVERNMENTAL LEASE AGREEMENT FOR FIRE STATION 12

THIS INTERGOVERNMENTAL LEASE AGREEMENT, hereinafter referred to as "Agreement", is made and entered into effective this _____ day of _____, 2011, (hereinafter referred to as "the date hereof"), by and between the **CITY OF DUNWOODY** (hereinafter referred to as "City"), a municipality of the State of Georgia, and **DEKALB COUNTY, GEORGIA**, a political subdivision of the State of Georgia, (hereinafter referred to as "County").

WHEREAS, the City is the owner of certain property, hereinafter referred to as "Fire Station 12" and more particularly described below; and

WHEREAS, the County provides Fire and Rescue Services to citizens of the County and the City through a previously adopted Intergovernmental Agreement funded by a fire prevention millage rate; and

WHEREAS, the City wishes to lease Fire Station 12 to the County for its continued use to provide Fire and Rescue Services; and

WHEREAS, the City and the County have duly approved this Agreement at public meetings; and

WHEREAS, the City and the County are empowered to enter into this agreement pursuant to 1983 Ga. Const. Art. IX, Sec. III, Para. I, as an intergovernmental agreement not exceeding 50 years.

NOW, THEREFORE, for and in consideration of the sum of fifty dollars (\$50.00) and for other good and valuable consideration, in hand paid at and before the execution and delivery of these presents, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.
PROPERTY LEASED

For and in consideration of the mutual promises and of the terms and conditions hereinafter set forth to be kept by the County, the City hereby grants and leases the structure and real property described in Exhibit "A" attached to this Agreement and incorporated herein by reference to the County (hereinafter referred to as "Fire Station 12"), and the County does hereby take and lease Fire Station 12 from the City, on the promises and on the terms and conditions hereinafter set forth. This Agreement creates the relationship of the City as landlord

and the County as tenant between the parties hereto, and no estate shall pass from the City to the County under this Agreement. The County has, by virtue of this Agreement, only a usufruct as that word is set forth and used in O.C.G.A. Ch. 44-7.

2.

TERM AND EXTENSIONS

2.1 This Agreement shall be for an initial term commencing on the date hereof and ending at 11:59 p.m., prevailing legal time in Atlanta, Georgia, on December 31, 2011 (the "Initial Term"), unless sooner terminated as hereinafter provided.

2.2 Should the County cease to utilize Fire Station 12 to provide Fire and Rescue Services for a period of one-hundred and twenty (120) days, or be otherwise abandoned, this Agreement shall terminate instantly, unless the County resumes the use of the Fire Station 12 within thirty (30) days after written notice of such deemed abandonment is delivered by the City to the County

2.3 This Agreement shall automatically renew each year for additional one (1) full calendar year (the "Successive Terms") through December 31, 2061, unless sooner terminated as hereinafter provided. These Successive Terms shall be upon all of the same terms, covenants and conditions of this Agreement then applicable. The Initial Term and each Successive Term is referred to herein as, the "Term."

3.

RENT

The County agrees to pay the City, at the below-stated address a total fixed rental equal to \$50.00 payable on the date hereof for the Term of this Agreement, inclusive of all Successive Terms. In the event this Agreement is terminated for any reason, the County shall not be entitled to the return of any portion of the total fixed rental from the City.

4.

OCCUPANCY AND USE OF PREMISES

The County shall use Fire Station 12 solely for the purposes herein set forth and for the purpose of providing Fire and Rescue Services to the citizens of the County, including County citizens residing in the City. The County's use of Fire Station 12 shall be subject to and in accordance with the existing and future applicable rules, regulations, and policies of the County, the City and any applicable Federal, State or Local Law or Regulation. Without limitation of the foregoing, the County shall not: (a) use Fire Station 12 for any illegal purpose, or for any purpose inimical to the health, safety and welfare of the public; (b) commit, or suffer to be committed, any waste in or on the property; (c) create, or permit to be created, any nuisance in or on Fire Station 12; (d) use Fire Station 12 for any use other than a governmentally operated public safety and health facility; (e) change the scope and character of the current use of Fire Station 12; or (f) make any alternations, additions or improvements without the prior written consent of the City, which consent shall not be unreasonably delayed or conditioned. The County expressly covenants and agrees that it will not permit Fire Station 12 to be used by a non-

governmental person or for any use that constitutes “private use” under Section 141 of the Internal Revenue Code without the prior written consent of the City.

5.

OPERATIONS, MAINTENANCE AND ACCESS FOR INSPECTIONS

The County shall pay for all water, sewer, electrical, waste disposal, and other utility services provided to Fire Station 12, along with the cost of all necessary maintenance and upkeep. The County shall, at its own expense, maintain and keep the property and Fire Station #12 in a state of repair consistent with its state of repair on the date hereof, throughout the Term(s) of this Agreement and shall also maintain the lawn, trees and all landscaping consistent with County policy for the exterior maintenance of other County buildings. The City shall have the right to Fire Station 12 at reasonable hours and upon reasonable prior notice to the County's fire chief for any reasonable purpose, including, without limitation, the following purposes: (a) to exhibit the same to present or prospective mortgagees, lessors or purchasers during the Term of this Agreement, or (b) to inspect Fire Station 12. In connection with any such access and inspection, the City shall use reasonable efforts (i) not to interfere with the County's use or possession of Fire Station 12 in a material and adverse manner; and (ii) to protect the County and the County's agents, employees, contractors and invitees, together with the County's equipment and other personal property from injury, damage or destruction. Further, the City must, in all circumstances, be accompanied by a designated DeKalb County employee at all times during any such inspection. The City acknowledges that it may not, at certain times, be allowed access to all parts of Fire Station 12 due to safety reasons.

6.

COVENANT OF QUIET ENJOYMENT

The City covenants that the City is the holder of a fee simple interest in and to Fire Station 12. The City agrees that the County, upon paying the rents and keeping all the stipulations, provisions, covenants, terms, agreements and conditions herein contained, shall subject to the terms and conditions of this Agreement, lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy Fire Station 12 hereby rented, with all the improvements, tenements, appurtenances, and each and every part and parcel thereof for an during the term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction , ejection, or molestation by the City.

7.

CAPITOL IMPROVMENTS, MAJOR REPIRS, APPROVAL OF PLANS

Neither the County nor the City is required to make any kind of capital improvement or major repair to Fire Station 12. In this Agreement, the term "major repair" means any repair exceeding three thousand dollars (\$3,000.00) in cost to the County or the City. Each party may decide in its sole discretion to undertake a capitol improvement or major repair, but neither party is required to do so. All plans for capital improvements or major repairs shall be subject to the approval of the City. Any construction, major repairs, or capital improvements of Fire Station 12 by the County, or its employees, officers or agents shall conform to "state minimum standard codes", as defined in O.C.G.A. Title 8, Part 2, entitled "State Building, Plumbing, Electrical, Etc., Codes" and shall have all plans permitted though the City. Any construction, major repair, or

capitol improvement shall be inspected for code compliance by the City in the same manner as any other commercial building in the City.

8.
TERMINATION

Either party may terminate this Agreement upon written notice to the non-terminating party, at least one hundred eighty (180) days prior to the expiration of the then existing Term. At the time of termination, all improvements made upon Fire Station 12 by the County shall become property of the City. Those items not considered to be fixtures on the property, including but not limited to fire engines, cars, trucks, fire and rescue equipment, fire and rescue gear, computers, or furniture shall remain the property of the County.

9.
NO ASSIGNMENT OR SUBLETTING

Fire Station 12 is leased for the sole use of the County, to be used under the terms of this Agreement, and for the purpose of providing Fire and Rescue services, and this Agreement is not to be assigned, sublet or otherwise made available to third parties without the express written consent of the City.

10.
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAW

The City and the County shall, at all times, obey and be in strict compliance with all applicable federal, state or local laws, regulations and ordinances.

11.
INSURANCE

The County shall maintain a fire and all risks hazard insurance coverage upon Fire Station 12, such insurance to be in an amount not less than the full replacement value of the property. Such insurance shall be primary insurance and shall pay all claims to its limits of liability before any payments are to be made by the State of Georgia Operational Hazard Reserve or Tort Claims Funds. In the event of any damage or loss, the County shall notify the City immediately. If at any time during the Term of this Agreement, Fire Station 12 is totally destroyed by storm, fire, lightning, earthquake or other casualty, this Agreement shall terminate as of the date of such destruction. If Fire Station 12 is damaged, but not wholly destroyed by any of such casualties, the County shall pay the deductible and the City shall restore Fire Station 12 to substantially the same condition as existed before such casualty as promptly as practicable; provided, however, that if the damage shall be so extensive that the same cannot be reasonably repaired and restored within sixty (60) days from the date of the casualty or if the County determines that its use Fire Station 12 will be materially adversely affected due to such damage, the County may terminate this Agreement by giving written notice to the City within sixty (60) days from the date of such casualty.

12.
DEFAULT BY THE COUNTY

If the County defaults in the performance or observance of any provision of this Agreement which is required to be kept by the County, notwithstanding whether such event of default be monetary or nonmonetary in nature, and remains in default for thirty (30) calendar days after the date of service of notice of such default by the City; the City may, but only during the continuance of such default, proceed to terminate the Agreement and the County's rights thereunder.

13.
CONDITIONS OF FIRE STATION 12

The County accepts Fire Station 12 in its "as is" condition. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CITY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND TO THE COUNTY REGARDING THE CONDITION OF FIRE STATION 12, INCLUDING WITHOUT LIMITATION, AS TO THE PRESENCE OR SUSPECTED PRESENCE OF HAZARDOUS WASTE OR SUBSTANCES ON, ABOUT OR, UNDER THE PROPERTY, OR THE FITNESS OR SUITABILITY THEREOF OF ANY PART THEREOF IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSES OR USES OF THE COUNTY. THE COUNTY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE CITY HAS NOT MADE AND IS NOT MAKING ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, AS TO FIRE STATION 12. EXCEPT AS SET FORTH IN THIS AGREEMENT, FIRE STATION 12 ARE BEING LEASED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS.

14.
SUBJECT TO LIEN

It is understood and agreed that this Agreement shall at all times be subject and subordinate to any liens, restrictions and covenants upon Fire Station 12 and the entirety of the property as herein described on which it resides.

15.
ENVIRONMENTAL

The County, at its sole cost, shall comply with all laws related to the use and disposal of hazardous substances (as defined by such laws) at Fire Station 12 to the extent that such laws apply to the County's occupancy and/or use of Fire Station 12, after the commencement of this Agreement. The County shall defend, indemnify and hold the City harmless, to the extent permitted by law, from any and all claims, costs, damages and liabilities, to the extent permitted by law, including reasonable attorney's fees and costs, as well as reasonable costs of any removal, cleanup and restoration work and materials mandated or required by any government agency having jurisdiction, resulting from the County's violation of, or failure to comply with, any such laws, and which relates to any condition caused by the County which occur during the

term of this Agreement. The County's obligations hereunder shall survive the termination of this Agreement. The City shall remain liable for, and shall defend, indemnify and hold the County harmless, to the extent permitted by law, from and against all claims, costs, damages and liabilities, including reasonable attorney's fees and costs, as well as reasonable costs of any removal, cleanup and restoration work and materials mandated or required by any governmental agency having jurisdiction, resulting from the City's violation of, or failure to comply with, any such laws, and which relates to any condition caused by the City which occurred prior to the term of this Agreement. The City's obligations hereunder shall survive the termination of this Agreement. As used in this Agreement, the term "hazardous substance" means: (A) any substance designated pursuant to Section 311(b)(2)(A) of the Federal Water Pollution Control Act [33 U.S.C. Section 1321(b)(2)(A)]; (B) any element, compound, mixture, solution or substance designated pursuant to Section 102 of CERCLA [42 U.S.C. Section 9602J]; (C) any hazardous waste having the characteristics identified under or listed pursuant section 3001 of the Solid Waste Disposal Act [42 U.S.C. Section 6921](but not including any waste the regulation of which under the Solid Waste Disposal Act has been suspended by Act of Congress); (D) any toxic pollutant listed under Section 307(a) of the Federal Water Pollution Control Act [33 U.S.C. Section 1317(a)]; (E) any hazardous air pollutant listed under Section 112 of the Clean Air Act [42 U.S.C. Section 7412]; and (F) any imminently hazardous chemical substance or mixture with respect to which the U.S. E.P.A. or similar state government entity has taken action pursuant to Section 7 of the Toxic Substance Control Act [15 U.S.C. Section 2606] and any hazardous substance pursuant to CERCLA [42 U.S.C. Section 9601, et. seq.].

16.

WAIVER OF SUBROGATION

The City and the County shall each have included in all policies of fire, extended coverage, business interruption and loss of rents insurance respectively obtained by them covering Fire Station 12 and/or the property on which it resides, as well as contents therein, a waiver by the insurer of all right of subrogation against the other in connection with any loss or damage thereby insured against. Any additional premium for such waiver shall be paid by the primary insured. To the full extent permitted by law, the City and the County each waives all right of recovery against the other for, and agrees to release the other from liability for, loss or damage to the extent such loss or damage is covered by valid and collectible insurance in effect at the time of such loss or damage or would be covered by the insurance required to be maintained under this Agreement by the party seeking recovery.

[BRIAN – CAN WE TALK ABOUT THIS PARAGRAPH 16? IS THE CITY SECURING INSURANCE?]

17.

NOTICES

All notices, statements, reports, demands, requests, consents, approvals, waivers and authorizations, hereinafter collectively referred to as "notices," required by the provisions of this Agreement to be secured from or given by either of the parties hereto to the other shall be in writing (whether or not the provision hereof requiring such notice specifies written notice) and

the original of said notice shall be delivered either: (a) by hand delivery to the recipient party at such party's address; or (b) sent by United States Certified Mail - Return Receipt Requested, postage prepaid and addressed to the recipient party at such party's address. Any notice, hand delivered or so mailed, the text of which is reasonably calculated to apprise the recipient party of the substance thereof and the circumstances involved, shall be deemed sufficient notice under this Agreement. Either party hereto may from time to time, by notice to the other, designate a different person or title, or both if applicable, or address to which notices to said party shall be given. On the date hereof, notices shall be addressed as follows:

If to the County:

Executive Assistant
1300 Commerce Drive 6th Floor
Decatur, Georgia 30030
404-371-2116, Facsimile number

With a copy to:

County Attorney
1300 Commerce Drive, 5th Floor
Decatur, Georgia 30030
404-371-3024, Facsimile number

If to the City:

City Manager
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

With a copy to:

City Attorney
City of Dunwoody
41 Perimeter Center East, Suite 250
Dunwoody, GA 30346
678-382-6701, Facsimile number

18.
TIME OF THE ESSENCE

Time is of the essence of this Agreement.

19.
HOLDING OVER

The County shall not use and shall promptly vacate possession of Fire Station 12 upon the expiration or any termination of the term of this Agreement. Any holding over or continued

use or occupancy of Fire Station 12 by the County after the expiration or termination of the term of this Agreement, without consent of the City, shall not constitute a tenancy-at-will in the County, but the County shall be a tenant-at-sufferance and shall be required to vacate Fire Station 12 immediately without notice. There shall be no renewal or extension of the term of this Agreement by operation of law and in no event, without a new written Agreement, shall the occupancy extend beyond 50 years.

20.
NO JOINT VENTURE

Nothing contained in this Agreement shall make, or be construed to make, the City or the County partners in, of, or joint venturers with each other, nor shall anything contained in this Agreement render, or be construed to render, either the City or the County liable to a third party for the debts or obligations of the other.

21.
NON WAIVER

No failure of either party hereto to exercise any right or power given to said party under this Agreement, or to insist upon strict compliance by the other party hereto with the provisions of this Agreement, and no custom or practice of either party hereto at variance with the terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

22.
RIGHTS CUMULATIVE

All rights, powers and privileges conferred by this Agreement upon the City and the County shall be cumulative of, but not restricted to, those given by law.

23.
SEVERABILITY

If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, then any remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or enforceable portion shall be construed or reformed to preserve as such of the original words, terms, purpose and intent as shall be permitted by law.

24.
BINDING EFFECT

Each of the terms and conditions of this Agreement shall apply, extend to, be binding upon, and inure to the benefit or detriment of the parties hereto and to their successors and

assigns. Subject to the foregoing, whenever a reference to the parties hereto is made, such reference shall be deemed to include the successors and assigns of said party, the same as if in each case specifically expressed.

25.
INTERPRETATION

Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the parties hereto that the court interpreting or construing the same shall not apply a presumption that the provisions hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party who prepared the same.

26.
GEORGIA AGREEMENT

This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the State of Georgia. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia.

27.
SECTION HEADINGS

The brief headings or titles preceding each section herein are merely for purposes of section identification, convenience and ease of reference, and shall be completely disregarded in the construction of this Agreement.

28.
COUNTERPARTS

This Agreement is executed in two (2) counterparts which are separately numbered but each of which is deemed an original of equal dignity with the other and which is deemed one and the same instrument as the other.

29.
ENTIRE AGREEMENT

This Agreement supersedes all prior negotiations, discussions, statements and agreements between the City and the County and constitutes the full, complete and entire agreement between the City and the County with respect to Fire Station 12 and the County's use and occupancy thereof; no member, officer, employee, representative or agent of the City or the County has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying adding to, deleting from, or changing the terms and conditions of this Agreement. No modification or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by the Mayor of the City

and the Chief Executive officer of the County and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the City and the County, acting by and through their duly authorized representatives, have caused these presents to be signed, sealed, and delivered all as of the date hereof.

[SIGNATURES ON FOLLOWING PAGES]

CITY:

CITY OF DUNWOODY, GEORGIA

By: _____(SEAL)
Ken Wright, Mayor

Attest: _____
Sharon Lowery, City Clerk

(SEAL)

Approved as to form: _____
Brian Anderson, City Attorney

(Signatures continued on following page)

COUNTY:

DEKALB COUNTY, GEORGIA

By: _____ (SEAL)
W. Burrell Ellis, Jr.
Chief Executive Officer

Attest: _____
Barbara H. Sanders, CCC
Clerk to the Board of Commissioners
and the Chief Executive Officer

(SEAL)

APPROVED AS TO FORM:

APPROVED AS TO SUBSTANCE:

Viviane H. Ernstes
Chief Assistant County Attorney

Eddie O'Brien
Fire Chief

**AN ORDINANCE AMENDING CHAPTER 6 OF THE CITY OF DUNWOODY CODE
BY DELETING CERTAIN REGISTRATION REQUIREMENTS**

WHEREAS, the City of Dunwoody is charged with protecting the health, safety and welfare of the citizens of the City; and

WHEREAS, on January 24, 2011, the City adopted Ordinance 2011-01-05, setting out animal control regulations in the City of Dunwoody to complement the requirements of the DeKalb County regulations in order to make sure that DeKalb Animal Control has equal regulations by which to enforce animal control inside the boundaries of the City; and

WHEREAS, investigation by the City has revealed that DeKalb County does not currently require dog owners to register their canines or to have a registration tag on each dog; and

WHEREAS, the City Council, in an attempt to keep regulations equal with those of DeKalb County, wishes to remove said registration requirement from the City's Animal Control regulations.

THEREFORE, the Mayor and City Council of the City of Dunwoody hereby ordains as follows:

Section 1: Chapter 6 ("Animals") of the Code of the City of Dunwoody is hereby amended by revising Article I ("Animal Control"), Section 6-9 ("When collar and tag required; dog") to read as follows:

ADDITIONS – UNDERLINED
DELETIONS - ~~STRIKETHROUGHS~~

Sec. 6-9. When collar and tag required; dog.

It shall be the duty of each dog owner, possessor or custodian thereof, to provide a collar for his or her dog to which the ~~DeKalb County owner's permit and the~~ rabies inoculation tag shall be attached. The collar, together with the ~~permit and rabies~~ tag, shall be worn by the dog at all times, except as otherwise provided in ~~this Chapter~~Section. Failure to comply with this Section shall be unlawful and shall be punishable as provided in this Chapter.

Section 2: This Ordinance shall become effective immediately upon its adoption by the City Council, and incorporated into the Code of the City of Dunwoody, Georgia. This Ordinance hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this ___ day of February, 2011.

#F.11.

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2011-XX-XX

Approved:

Ken Wright, Mayor

Attest:

Approved as to Form:

Sharon Lowery, City Clerk

Brian Anderson, City Attorney

Seal



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Billy Grogan, Chief of Police
Thru: Warren Hutmacher, City Manager
Date: February 15, 2011
Subject: **Pain Management Clinics**

ITEM DESCRIPTION

An ordinance regulating Pain Management Clinics.

BACKGROUND

On October 25, 2010, the City Council passed a 90 day moratorium on Pain Management Clinics to provide the City of Dunwoody with sufficient time to analyze the impact of Pain Management Clinics and to consider whether regulation of such Pain Management Clinics is necessary.

In early 2010, the Marietta Cobb Smyrna narcotics task force formed a committee to investigate the proliferation of pain management clinics and their threat to public safety. On December 10, 2010, this committee released their report making a number of recommendations to address this issue. The City of Marietta has adopted these recommendations and passed them in an ordinance. Other municipalities in Cobb County are currently considering similar legislation.

Our City Attorney has reviewed the recommendations from the Marietta Cobb Smyrna task force committee and has drafted the attached ordinance for your consideration.

RECOMMENDED ACTION

At this time, staff recommends the City Council adopt the attached ordinance.

STATE OF GEORGIA
CITY OF DUNWOODY

ORDINANCE 2011-XX-XX

AN ORDINANCE AMENDING CHAPTER 10 OF THE CITY OF DUNWOODY CODE OF ORDINANCES BY ADDING ADDITIONAL REQUIREMENTS FOR BUSINESSES DISPENSING CONTROLLED SUBSTANCES

WHEREAS, the Mayor and City Council of the City of Dunwoody are authorized to assess Occupation Taxes within the geographic boundaries of the City and to administer and enforce said requirements pursuant to State law; and

WHEREAS, the City finds that pain clinics as facilities who dispense Schedule II, III and IV controlled substances are often dispensing pain medications to those claiming pain, without performing proper and thorough examinations of said patients and their medical records, do not make proper medical diagnosis and are sometimes not operated by licensed physicians (the "Code"); and

WHEREAS, the City Council wishes to discourage the operation of these types of "pill mills" within the City of Dunwoody in order to protect the health, safety and welfare of the citizens of the City; and

WHEREAS, the Mayor and City Council wish to amend Chapter 10 to add additional submittal and operational requirements in order to obtain an occupation tax certificate for those businesses who intent to dispense certain controlled substances; and

WHEREAS, a Public Hearing has been held on February 28, 2011 pursuant to State Law to allow for comments to the proposed changes.

NOW, THEREFORE, Mayor and City Council of the City of Dunwoody hereby ordain as follows:

Section 1: Chapter 10 of the City of Dunwoody Code of Ordinances is hereby amended by new Section 10-23 to Article I (In General), titled Additional Requirements for Pain Management Clinics to read as follows:

Sec. 10-23. Additional Requirements for Pain Management Clinics.

- (a) *Definition.* "Dispense" shall mean to issue one or more doses of any drug in a suitable container with appropriate labeling for subsequent administration to, or use by, a patient. This definition excludes hospitals, surgery centers, in-patient care facilities, assisted living facilities, outpatient facilities operated or owned by a hospital system or pharmacy, and pharmacies.
- (b) Each applicant for an occupation tax certificate under this Article, or renewal of same, whose business dispenses, or intends to dispense, Schedule II, III, or IV drugs, as defined in O.C.G.A. §43-34-23, shall state same on each original or renewal application for an occupation tax certificate and shall, along with its occupation tax return pursuant to this Chapter, submit to the City the following documents:

**STATE OF GEORGIA
CITY OF DUNWOODY**

ORDINANCE 2011-XX-XX

- (1) The name and DEA number of every licensed physician practicing associated or with an ownership interest in the business, along with a copy of a valid license for each such physician;
 - (2) The business' website address, if available;
 - (3) List of locations of any other clinics or practices associated with or owned by the same parties as applicants; and
 - (4) List of the Board of Directors, officers and partners of the business and all persons with a financial interest in the business.
- (c) A business described herein is not eligible for an occupation tax certificate in the City if any convicted felon owns, manages, has a financial interest in, or is a director, officer or partner of the business. A Nolo contendere plea shall be considered as an adjudication of guilty for the purposes of this provision.
- (d) A business described herein is not eligible for an occupation tax certificate in the City if any physician practicing, associated or with an ownership interest in the business is on probation or suspended by any medical board for issues related to dispensing drugs.
- (e) A business described herein, and all physicians practicing, associated or with an ownership interest in the business must be registered with the State of Georgia Composite Medical Board as dispensing physicians, and provide proof of such registration prior to being eligible for an occupation tax certificate in the City.
- (f) A business described herein shall follow the storage standards and requirements for drugs as set forth by the Georgia Drugs and Narcotics Agency in order to remain eligible to receive an occupation tax certificate or a certificate of occupancy, if one is required.

Section 2: This Amendment shall become effective immediately upon its adoption by the City Council, and incorporated into the Code of the City of Dunwoody, Georgia. This Amendment hereby repeals any and all conflicting ordinances and amendments.

SO ORDAINED, this the ___ day of _____, 2011.

Approved:

Ken Wright, Mayor

Approved as to Form and Content

Attest:

Sharon Lowery, City Clerk (Seal)

Brian Anderson, City Attorney



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
P (678) 382-6700 F (678) 382-6701
dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Warren Hutmacher, City Manager
Date: February 15, 2011
Subject: **Dunwoody Village Master Plan**

BACKGROUND

As discussed at the City Council Annual Strategic Planning Retreat on February 4th, this item is intended to provide the opportunity for any additional feedback or discussion regarding the Dunwoody Village Master Plan.

RECOMMENDATION

Staff recommends this Master Plan be formally discussed as part of the March 14th Work Session and could be considered for adoption as early as the March 28th City Council Meeting.



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MEMORANDUM

To: Mayor and City Council
From: Kimberly Greer, Assistant to the City Manager
Date: February 15, 2011
Subject: **Georgetown / North Shallowford Master Plan**

BACKGROUND

As discussed at the City Council Annual Strategic Planning Retreat on February 4th, this item is intended to provide the opportunity for any additional feedback or discussion regarding the Georgetown / North Shallowford Master Plan.

RECOMMENDATION

Staff recommends this Master Plan be formally discussed as part of the March 14th Work Session and could be considered for adoption as early as the March 28th City Council Meeting.



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MEMORANDUM

To: Mayor and City Council
From: Michael Smith, Public Works Director
Date: February 15, 2011
Subject: **Comprehensive Transportation Master Plan**

BACKGROUND

As discussed at the City Council Annual Strategic Planning Retreat on February 4th, this item is intended to provide the opportunity for any additional feedback or discussion regarding the Comprehensive Transportation Master Plan.

RECOMMENDATION

Staff recommends this Master Plan be formally discussed as part of the March 14th Work Session and could be considered for adoption at the March 28th City Council Meeting.



41 Perimeter Center East, Suite 250
Dunwoody, Georgia 30346
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dunwoodyga.gov

MEMORANDUM

To: Mayor and City Council
From: Brent Walker, Parks and Recreation Manager
Date: February 15, 2011
Subject: **Parks and Recreation Master Plan**

BACKGROUND

As discussed at the City Council Annual Strategic Planning Retreat on February 4th, this item is intended to provide the opportunity for any additional feedback or discussion regarding the Parks and Recreation Master Plan.

RECOMMENDATION

Staff recommends this Master Plan be formally discussed as part of the March 14th Work Session and could be considered for adoption as early as the March 28th City Council Meeting.

Georgia Municipal Association

"Bailing Out" of the Preclearance Requirements of the Voting Rights Act

Presented by:

Douglas Chalmers, Jr.

Jason Torchinsky

HOLTZMAN VOGEL PLLC
Attorneys at Law

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#F.17.

Legal Information

This presentation is intended only to provide general information and is not legal advice.

This presentation does not create any attorney client relationship.

As with any matters, jurisdictions should consult counsel about specific situations before acting

Section 5 of the Voting Rights Act

- History of the Voting Rights Act
 - Initially passed in 1965 as “emergency” legislation
 - 2006 – Reauthorized for additional 25 years
- Currently set to expire in 2031

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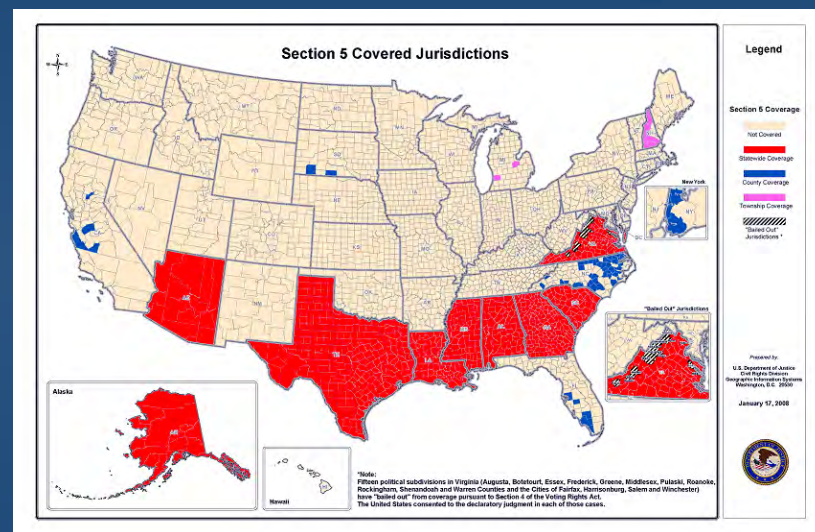
Without bailouts:

Every Georgia municipality will be subject to preclearance requirements for 20 more years

#R.17.

Section 5 of the Voting Rights Act

- Requires federal government approval for changes with respect to voting



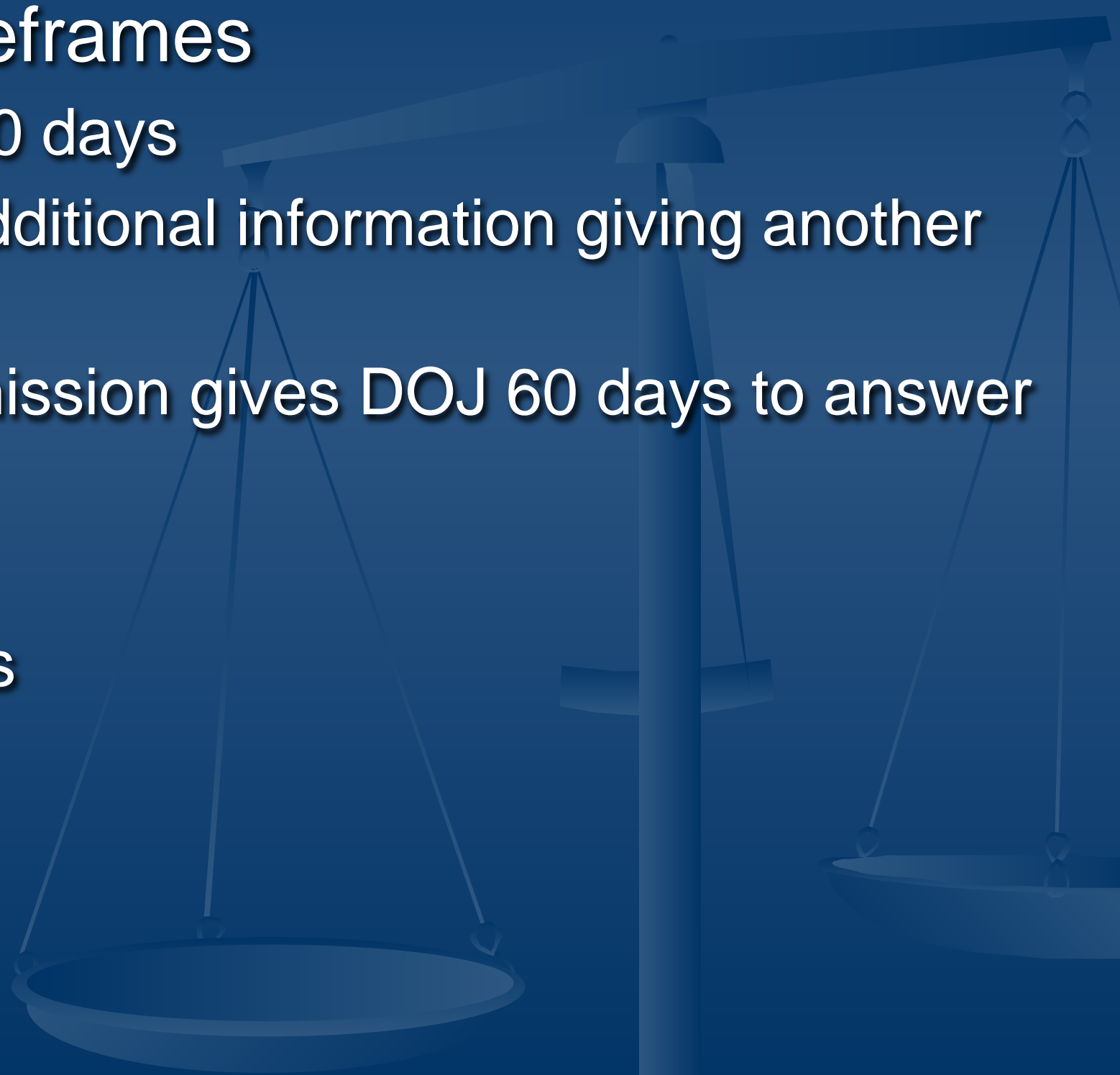
- Preclearance requires either:
 - Submission to DOJ for administrative review
 - Submission to 3-judge federal court in DC

Section 5 of the Voting Rights Act

- Types of changes requiring preclearance:
 - Redistricting (major issue for 2011-2012)
 - Annexations
 - Special elections (dates and procedures)
 - Bond referendum and municipal ballot questions
 - Administering elections locally
 - Moving polling places
 - Changes to voter registration process / locations / hours

Section 5 of the Voting Rights Act

- Preclearance Timeframes
 - DOJ gets at least 60 days
 - DOJ can request additional information giving another 60 days
 - 3-judge panel submission gives DOJ 60 days to answer
- Preclearance Costs
 - Staff time
 - Uncertainty / Delays
 - Legal costs



“Bailout”

- Voting Rights Act allows jurisdictions with “clean” voting rights records to “bailout” of the preclearance requirements
- Why no bailouts in Georgia until 2010?
 - Interpretation of bailout provision was very limited until 2009 Supreme Court decision
 - Prior understanding was that only jurisdictions that registered voter – i.e. – counties – could “bailout”

Bailout Requirements

- Two primary groups of requirements:
 - History of city with respect to voting rights
 - Participation of minority voters and city's efforts to include minority residents in civic life of city

Bailout Requirements

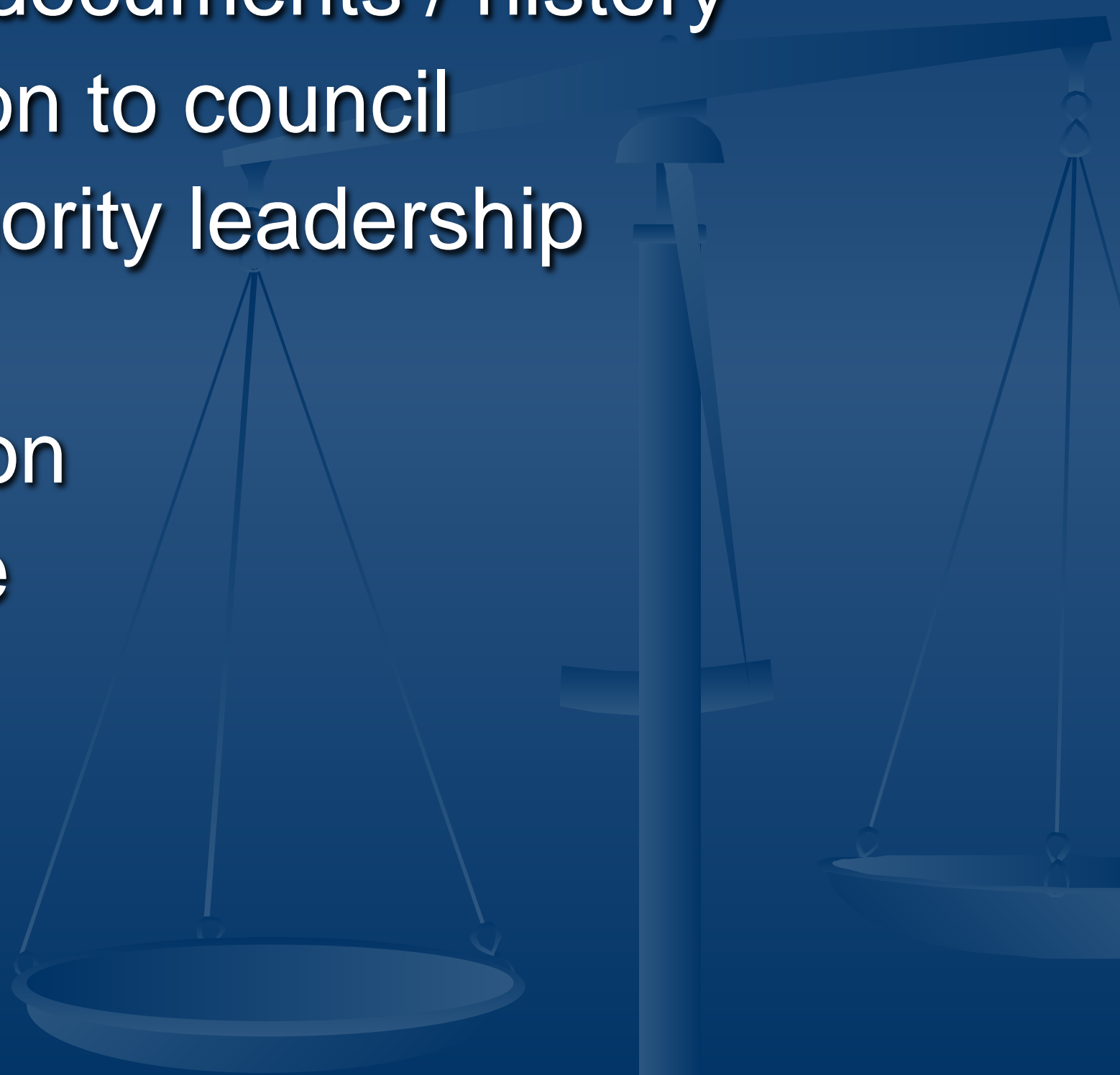
- Documents Needed
 - Election returns and voter registration data
 - Election officials and candidate data
 - Local minority officials and activists
 - Election related litigation
 - Details on form / structure of local government
 - 10 years of minutes from city council meetings
 - Copies of prior Section 5 submissions

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#R.17.

Bailout Process

- Initial review of documents / history
- Recommendation to council
- Outreach to minority leadership
- Public Hearing
- DOJ Investigation
- Consent Decree



Bailout Timeline

- Mostly under control of local government
 - Collect needed information
 - Attorney review
- Public Hearing notice under state law
- DOJ investigation is only portion outside of local control
- Consent decree usually has 30 day review period before court will sign

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#R.17.

What Is Effect of Bailout?

- A municipality which bails out is still subject to the Voting Rights Act. It may not act in a discriminatory manner.
- Voting Rights Act (Section 2, Voting Assistance provisions, language minority provisions), U.S. Constitution, and state laws and constitutional requirements still apply
- **The Key Benefit:** A municipality which has bailed out no longer has to obtain advance approval from Washington for changes

Sandy Springs Experience

- Initially driven towards bailout because of the costs of Fulton County running local elections
- Although the city wanted to run its own elections in 2009, it ran out of time for preclearance
- Mayor was convinced city could run elections for less money
- City Attorney memo cost projections:
 - Fulton County - \$263,000
 - Privately Run - \$154,000

Sandy Springs Experience

- Public Hearing held in March of 2010
- DOJ Received paperwork in April of 2010
- DOJ agreed to consent decree in August of 2010
- Consent Decree filed in September 2010
- Consent Decree approved without objection in October 2010

Contact Information

Douglas Chalmers, Jr.

Political Law Group, a Chalmers LLC
5805 State Bridge Rd - Ste G77
Johns Creek, GA 30097
Phone: 770-630-5927
chalmers@politicallawgroup.com

Jason Torchinsky

Holtzman Vogel PLLC
45 North Hill Drive, Suite 100
Warrenton, VA 20186
(540) 341 8808
jtorchinsky@holtzmanlaw.net

HOLTZMAN VOGEL PLLC
Attorneys at Law

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ADVERTISEMENT

Fact Sheet on Bailouts from Section 5 of the Voting Rights Act**December 2010****What is Section 5?**

Section 5 is the provision of the Voting Rights Act of 1965 (the “VRA”) that requires certain jurisdictions in Georgia to seek pre-clearance from federal authorities in Washington of any changes in voting practices or election procedures. If such changes are not approved, they may not be implemented. Although originally enacted in 1965 as an emergency provision expected to last 5 years, the VRA was reenacted by Congress in 2006 for another 25 years. As such, Section 5 will continue to impose financial and administrative costs on counties, cities, municipalities and other governmental entities in Georgia until 2031.

What changes require pre-clearance?

Changes requiring pre-clearance include, but are not limited to, the following: redistricting or reapportionment, including local redistricting done by municipalities after the 2010 census under O.C.G.A. 36-35-4.1; election dates; election procedures; absentee voting; moving, realigning, consolidating or expanding precincts; changes from at-large to districted seats or from districted to at-large seats; changes in control or administration of elections from counties to cities or towns; changes from partisan or non-partisan elections; and annexations. In short, virtually any material change in the conduct of elections must be submitted for preclearance.

Is there any way out of Section 5 coverage?

Yes. Because of a 2009 Supreme Court decision, any jurisdiction subject to Section 5 coverage may now seek to bail out of coverage. Prior to the Supreme Court’s June, 2009 decision in *Northwest Austin Municipal Utilities District Number One v. Holder*, it was presumed that only covered jurisdictions that conducted voter registration could bail out. The Supreme Court’s decision has provided a new opportunity for other political subdivisions to bail out from under Section 5 of the VRA.

Have any jurisdictions bailed out since the Supreme Court ruling?

On September 22, 2010, United States Department of Justice filed consent decrees with the City of Sandy Springs, GA and the City of Kings Mountain, NC in the United States District Court in Washington, DC agreeing to permit the two cities to bailout. The decrees – expected to be approved by the federal court – make these cities the first two jurisdictions to complete bailout as permitted by the Supreme Court in 2009. According to press and other accounts, however,

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numerous jurisdictions in Virginia, Georgia, Texas, Florida and Alabama are seriously considering bailing out.

What are the benefits of bailing out?

There are two primary benefits to bailing out:

The first is a long term cost saving. A jurisdiction that bails out will no longer have to submit pre-clearance requests to the Department of Justice each time it wants to make an election-related change over the next 21 years. This should result in savings, both in the form of staff time and outside legal costs.

The second benefit of bailing out is that administration of voting and elections will be more efficient, streamlined, and predictable, without the uncertainty of delays and objections resulting from the constant need to submit even minor changes for federal government review and approval.

What is required for bailout?

In order to seek bailout, a jurisdiction must meet a number of requirements which, in sum, amount to the following:

Prove that no “test or device” has been used to abridge the right to vote on account of race or color;

Demonstrate that the jurisdiction has a clean record of voting rights compliance;

Demonstrate that efforts have been made to encourage minority participation in the voting and election process; and

Demonstrate that there was input from the public, including minority groups, in making a determination to seek bailout.

Any jurisdiction that bails out from Section 5 coverage is not relieved from other redistricting and voting legislation, such as Section 2 of the VRA and other applicable federal and state law. Bailing out would simply relieve the jurisdiction from the requirement to obtain federal pre-clearance for the next 21 years before changes in voting practices or procedures may be enacted.

Generally, once a jurisdiction has conducted a self-assessment and determined it can meet the statutory requirements, has consulted with and engages local minority groups and leaders, and has held public meetings about the bailout, the process with the Department of Justice and the federal court in DC should be non-confrontational.

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What is the cost of bailing out?

The cost of bailing out will vary based on the size of the jurisdiction, the history of the jurisdiction with respect to elections and minorities, and the availability and ability of the jurisdiction's staff to assist outside legal counsel with the collection and review of the necessary information. While there can be no guarantees, the cost of bailing out should presumably be less than the cost of having to submit preclearance requests to the federal government over a 21-year period. At a jurisdiction's option, we can provide legal services related to VRA bail outs at either an hourly rate or for a flat fee.

How does this impact local governments in light of Home Rule and local legislation rules?

The exact contours will depend on exactly what the local jurisdiction is entitled to do under the charter and home rule laws.

For example, in Georgia, there was a case in 1977 where a local law authorized an annexation, and then the city by ordinance changed the districts of the city council to include the new land area. The annexation had to be submitted by the state, since the annexation was authorized by state action, but the change in the boundaries of the city council districts were required to be submitted for pre-clearance by the local government.

As another example, if a local government in Georgia wanted to administer its own elections, rather than have its elections conducted by its county, such a change would require pre-clearance before it could be implemented.

Changes such as charter amendments, special elections, annexations, ballot formats, polling place locations all could require Section 5 preclearance.

In August of 2010 alone, nearly 40 local jurisdictions in Georgia made required pre-clearance submissions.

Where can I get additional information?

Please feel free to contact either of the following:

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