



City of Tucker, GA
CITY COUNCIL

Frank Auman, Mayor

Honey Van De Kreke
District 1, Post 1
Bill Rosenfeld
District 1, Post 2

Matt Robbins
District 2, Post 1
Noelle Monferdini
District 2, Post 2

Michelle Penkava
District 3, Post 1
Anne Lerner
District 3, Post 2

December 19, 2016

**CITY COUNCIL AGENDA
SPECIAL CALLED MEETING
Tucker-Reid H. Cofer Library
5234 Lavista Rd
Tucker GA 30084**

5:30 PM

A) CALL TO ORDER

B) ROLL CALL

C) PLEDGE OF ALLEGIANCE

D) PUBLIC COMMENTS

E) MAYOR'S OPENING REMARKS

F) MINUTES (None)

G) OLD BUSINESS

1. **O2016-12-43**
Brian Anderson

Public Hearing & Second Read and Consideration of an Ordinance to annex land pursuant to application dated November 28, 2016

2. **O2016-12-44**
Brian Anderson

Second Read and Consideration of an Ordinance to annex land pursuant to application dated December 2, 2016

3. **O2016-12-45**
Brian Anderson

Second Read and Consideration of an Ordinance granting franchise to Atlanta Gas Light

H) NEW BUSINESS

1. **Action Item**
Brian Anderson

Presentation of applications for annexation

2. **O2016-12-48**
Brian Anderson

First Read and Consideration of an Ordinance to
annex land pursuant by 100 Percent Method

- I) **EXECUTIVE SESSION** (If required)
- J) **MAYOR AND COUNCIL COMMENTS**
- K) **ADJOURNMENT**

02016-12-43

AN ORDINANCE TO ANNEX LAND PURSUANT TO THE APPLCATION FOR ANNEXATION

WHEREAS, O.C.G.A. 36-36-21 authorizes the governing authority of each municipality to annex land pursuant to application by 60% of the land and 60% of the electors;

WHEREAS, an application was submitted on November 28, 2016 pursuant to O.C.G.A. 36-36-30 et seq.;

WHEREAS, the application contained verified electors of 61% of the electors;

WHEREAS, the application contained verified land owners of 63% of parcels and 62% of the land area;

WHEREAS, a public hearing regarding the annexation was heard on December 19, 2016;

WHEREAS, the land shall be zoned for the same use for which the land was zone immediately prior to the annexation by the City of Tucker;

NOWTHEREFORE, THE COUNCIL OF THE CITY OF TUCKER HEREBY ORDAINS as follows:

The land and parcels described in the application for annexation dated November 28, 2016 is hereby annexed into the City of Tucker subject to applicable State laws.

SO ORDAINED this the 19th day of December, 2016.

Approved:

Frank Auman, Mayor

Attest:

Jennifer Davis, City Clerk

**PETITION REQUESTING ANNEXATION
60 PERCENT METHOD OF ANNEXATION**

NOVEMBER 28 2016
(Date of Submission)

To: the City Council of the City of Tucker, Georgia

From: the Westwood/Wanda Woods Neighborhoods

Subject: Request to be Annexed to the City of Tucker, Georgia

1. We, the undersigned, representing not less than 60 percent of the electors resident in the Westwood/Wanda Woods neighborhoods, the territory described herein, and the owners of not less than 60 percent of the real property within Westwood/Wanda Woods, the territory described herein, do respectfully request that the City Council of the City of Tucker, Georgia, annex Westwood/Wanda Woods to the City of Tucker, Georgia, said City having a population of 200 or more persons, and extend the city boundaries to include the same.

2. The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-31) to the existing corporate limits of the City of Tucker, Georgia, and the description of such territory is as follows:

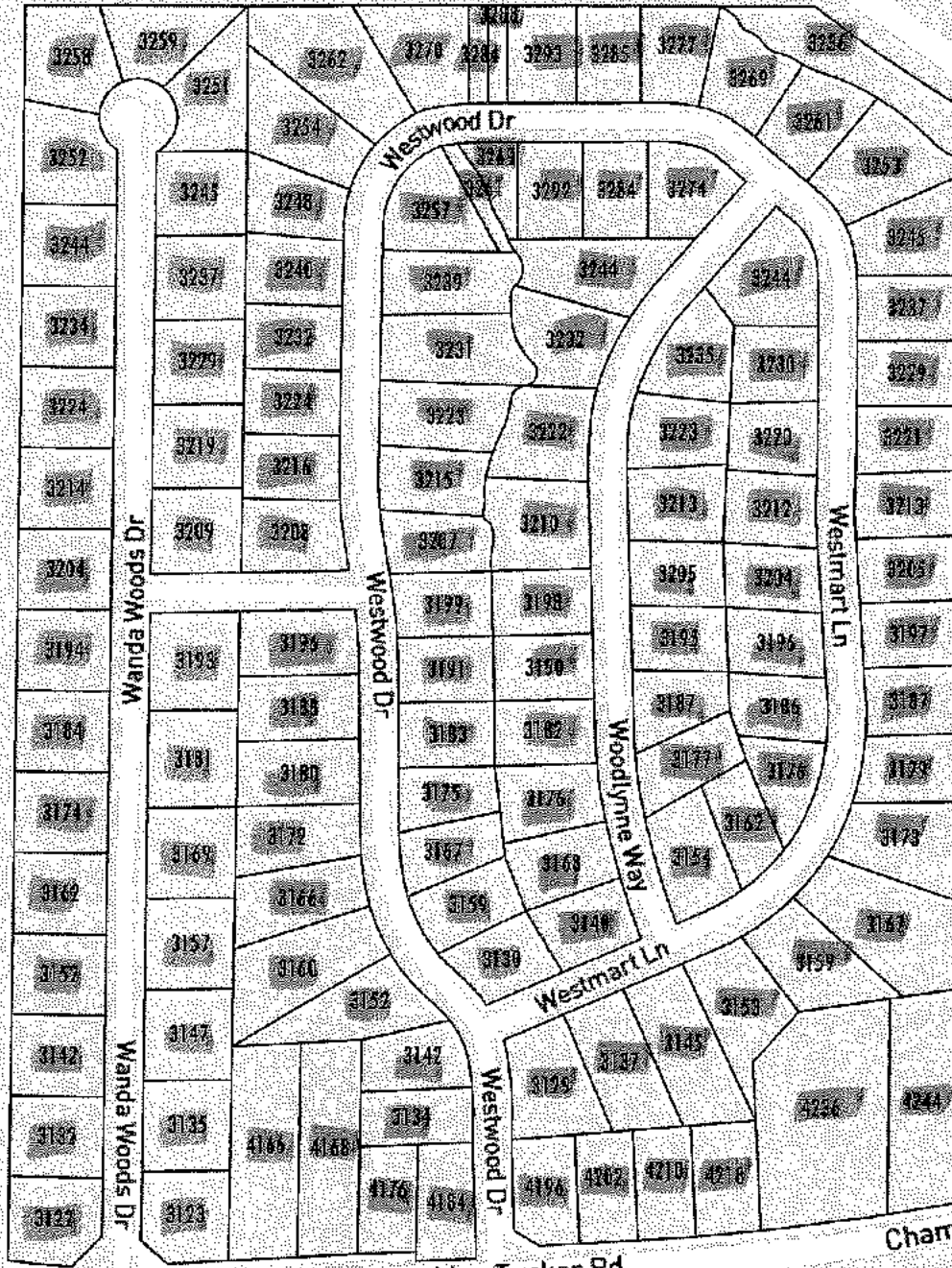
[A map of the Westwood/Wanda Woods neighborhoods is attached to this petition.]

Lynnray Dr

Lynnray Dr

Hdale Rd

Spring Mead
Pleasantdale Rd

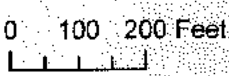


Pleasantdale Rd

†
Pleasant Hill
Baptist Church

Chamblee Tucker Rd

Chamblee Tucker Rd



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Westwood & Wanda Woods Annexation Map

 Parcel - Proposed Annexation

PARCEL_ID	ADDRESS_NUMBER	FULL STREET NAME	CITY	STATE	ZIP	ZIP_EXTENSION
18 287 09 020	4166	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4532
18 287 09 012	4168	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4532
18 287 09 011	4176	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4532
18 287 09 010	4184	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4532
18 287 01 174	4196	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4542
18 287 01 175	4202	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4502
18 287 01 176	4210	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4502
18 287 01 177	4218	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4502
18 287 01 179	4236	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4502
18 287 01 180	4244	CHAMBLEE TUCKER ROAD	DORAVILLE	GA	30340	4502
18 287 01 181	3236	PLEASANTDALE ROAD	DORAVILLE	GA	30340	
18 287 01 064	3122	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 09 013	3123	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4507
18 287 01 065	3132	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 09 014	3135	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4507
18 287 01 066	3142	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 09 015	3147	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4507
18 287 01 067	3152	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 09 016	3157	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4507
18 287 01 068	3162	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 09 017	3169	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4507
18 287 01 093	3174	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 09 018	3181	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4507
18 287 01 094	3184	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 09 019	3193	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4507
18 287 01 095	3194	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4508
18 287 01 096	3204	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4510
18 287 01 102	3209	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4509
18 287 01 097	3214	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4510
18 287 01 101	3219	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4509
18 287 01 098	3224	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4510
18 287 01 100	3229	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4509
18 287 01 099	3234	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4510
18 287 01 103	3237	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4509
18 287 01 109	3244	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4510
18 287 01 104	3245	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4509
18 287 01 105	3251	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4509
18 287 01 108	3252	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4510
18 287 01 107	3258	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4510
18 287 01 106	3259	WANDA WOODS DRIVE	DORAVILLE	GA	30340	4509
18 287 01 173	3129	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 08 014	3130	WESTMART LANE	DORAVILLE	GA	30340	4512
18 287 01 172	3137	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 08 013	3140	WESTMART LANE	DORAVILLE	GA	30340	4512
18 287 01 171	3145	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 01 170	3153	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 03 037	3154	WESTMART LANE	DORAVILLE	GA	30340	4514
18 287 01 169	3159	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 03 038	3162	WESTMART LANE	DORAVILLE	GA	30340	4514
18 287 01 168	3167	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 01 167	3173	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 03 039	3176	WESTMART LANE	DORAVILLE	GA	30340	4514
18 287 01 166	3179	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 03 040	3186	WESTMART LANE	DORAVILLE	GA	30340	4514
18 287 01 165	3187	WESTMART LANE	DORAVILLE	GA	30340	4511
18 287 03 041	3196	WESTMART LANE	DORAVILLE	GA	30340	4514

18 287 01 164	3197 WESTMART LANE	DORAVILLE GA	30340 4511
18 287 03 055	3204 WESTMART LANE	DORAVILLE GA	30340 4514
18 287 01 163	3205 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 03 004	3212 WESTMART LANE	DORAVILLE GA	30340 4514
18 287 01 162	3213 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 03 003	3220 WESTMART LANE	DORAVILLE GA	30340 4514
18 287 01 161	3221 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 01 160	3229 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 03 002	3230 WESTMART LANE	DORAVILLE GA	30340 4514
18 287 01 159	3237 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 03 001	3244 WESTMART LANE	DORAVILLE GA	30340 4514
18 287 01 158	3245 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 01 157	3253 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 01 156	3261 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 01 155	3269 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 08 003	3274 WESTMART LANE	DORAVILLE GA	30340 4530
18 287 01 154	3277 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 08 002	3284 WESTMART LANE	DORAVILLE GA	30340 4530
18 287 01 153	3285 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 08 001	3292 WESTMART LANE	DORAVILLE GA	30340 4530
18 287 01 152	3293 WESTMART LANE	DORAVILLE GA	30340 4513
18 287 09 009	3134 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 09 008	3142 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 09 007	3152 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 08 015	3159 WESTWOOD DRIVE	DORAVILLE GA	30340 4515
18 287 09 006	3160 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 09 005	3166 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 08 016	3167 WESTWOOD DRIVE	DORAVILLE GA	30340 4515
18 287 09 004	3172 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 08 017	3175 WESTWOOD DRIVE	DORAVILLE GA	30340 4515
18 287 09 003	3180 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 08 018	3183 WESTWOOD DRIVE	DORAVILLE GA	30340 4515
18 287 09 002	3188 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 08 019	3191 WESTWOOD DRIVE	DORAVILLE GA	30340 4515
18 287 09 001	3196 WESTWOOD DRIVE	DORAVILLE GA	30340 4516
18 287 08 020	3199 WESTWOOD DRIVE	DORAVILLE GA	30340 4515
18 287 08 021	3207 WESTWOOD DRIVE	DORAVILLE GA	30340 4517
18 287 01 092	3208 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 08 022	3215 WESTWOOD DRIVE	DORAVILLE GA	30340 4517
18 287 01 091	3216 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 08 023	3223 WESTWOOD DRIVE	DORAVILLE GA	30340 4517
18 287 01 090	3224 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 08 024	3231 WESTWOOD DRIVE	DORAVILLE GA	30340 4517
18 287 01 089	3232 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 08 025	3239 WESTWOOD DRIVE	DORAVILLE GA	30340 4517
18 287 01 088	3240 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 01 087	3248 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 01 086	3254 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 08 026	3257 WESTWOOD DRIVE	DORAVILLE GA	30340 4517
18 287 08 027	3261 WESTWOOD DRIVE	DORAVILLE GA	30340 4517
18 287 01 085	3262 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 08 028	3269 WESTWOOD DRIVE	DORAVILLE GA	30340
18 287 01 084	3270 WESTWOOD DRIVE	DORAVILLE GA	30340 4518
18 287 01 151	3284 WESTWOOD DRIVE	DORAVILLE GA	30340
18 287 01 182	3288 WESTWOOD DRIVE	DORAVILLE GA	30340
18 287 08 012	3168 WOODLYNNE WAY	DORAVILLE GA	30340 4520
18 287 08 011	3176 WOODLYNNE WAY	DORAVILLE GA	30340 4520
18 287 03 036	3177 WOODLYNNE WAY	DORAVILLE GA	30340 4519
18 287 08 010	3182 WOODLYNNE WAY	DORAVILLE GA	30340 4520

18 287 03 035	3187 WOODLYNNE WAY	DORAVILLE GA	30340 4519
18 287 08 009	3190 WOODLYNNE WAY	DORAVILLE GA	30340 4520
18 287 03 034	3195 WOODLYNNE WAY	DORAVILLE GA	30340 4519
18 287 08 008	3198 WOODLYNNE WAY	DORAVILLE GA	30340 4520
18 287 03 056	3205 WOODLYNNE WAY	DORAVILLE GA	30340 4521
18 287 08 007	3210 WOODLYNNE WAY	DORAVILLE GA	30340 4522
18 287 03 057	3213 WOODLYNNE WAY	DORAVILLE GA	30340 4521
18 287 08 006	3222 WOODLYNNE WAY	DORAVILLE GA	30340 4522
18 287 03 058	3223 WOODLYNNE WAY	DORAVILLE GA	30340 4521
18 287 08 005	3232 WOODLYNNE WAY	DORAVILLE GA	30340 4522
18 287 03 059	3235 WOODLYNNE WAY	DORAVILLE GA	30340 4521
18 287 08 004	3244 WOODLYNNE WAY	DORAVILLE GA	30340 4522

02016-12-44

AN ORDINANCE TO ANNEX LAND PURSUANT TO THE APPLICATION FOR ANNEXATION

WHEREAS, O.C.G.A. 36-36-21 authorizes the governing authority of each municipality to annex land pursuant to application by 100 percent of the land owners;

WHEREAS, an application was submitted on December 2, 2016 pursuant to O.C.G.A. 36-36-21;

WHEREAS, the land shall be zoned for the same use for which the land was zone immediately prior to the annexation by the City of Tucker;

NOWHEREFORE, THE COUNCIL OF THE CITY OF TUCKER HEREBY ORDAINS as follows:

The land and parcels described in the application for annexation dated December 2, 2016 is hereby annexed into the City of Tucker subject to applicable State laws.

SO ORDAINED this the 19th day of December, 2016.

Approved:

Frank Auman, Mayor

Attest:

Jennifer Davis, City Clerk

**APPLICATION FOR ANNEXATION
BY 100 PERCENT METHOD**

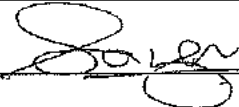
12/2/16
(Date of Submission)

To the City Council of the City of Tucker, Georgia:

We, the owners of all real property of the territory described herein, respectfully request that the City Council accept our application to annex this territory into the City of Tucker, Georgia, and extend the city boundaries to include the same.

The territory to be annexed is unincorporated and contiguous (as described in O.C.G.A. § 36-36-20) to the existing corporate limits of Tucker, Georgia, and the description of such territory is as follows:

Property Owner(s)	Parcel ID	Address	Name	Signature	Date
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1) GLOBAL IMPLEX INC.		4118 Lavista Rd,			18-210-07-008
SOHEL KAZANI			SOHEL		12/2/16
V. P.					

2) _____



2150
PARKLAKE
DRIVE

2155
RANCHWOOD
DRIVE

2100
PARKLAKE
DRIVE

4156
LAVISTA
ROAD

4114 (4118)
LAVISTA ROAD

4144
LAVISTA
ROAD

4098
LAVISTA
ROAD

4104
LAVISTA
ROAD

Parklake Dr NE

Parklake Dr NE

Lavista Rd

Lavista Rd

4099
LAVISTA
ROAD

4121
LAVISTA
ROAD

4125
LAVISTA
ROAD

4135
LAVISTA
ROAD

4145
LAVISTA
ROAD

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Parcel ID #18 210 07 008 Annexation Map

- City Boundary
- Parcel
- Parcel ID #18 210 07 008

02016-12-45

AN ORDINANCE, GRANTING TO ATLANTA GAS LIGHT COMPANY, A GEORGIA CORPORATION, HEREINAFTER DESIGNATED AS “COMPANY”, ITS SUCCESSORS AND ASSIGNS, THE RIGHT AND FRANCHISE TO USE AND OCCUPY THE STREETS, AVENUES, ROADS, PUBLIC HIGHWAYS, ALLEYS, LANES, WAYS, PARKS, AND OTHER PUBLIC PLACES OF THE CITY OF TUCKER, GEORGIA, FOR CONSTRUCTING, MAINTAINING, RENEWING, REPAIRING, AND OPERATING A GAS WORKS AND GAS DISTRIBUTION SYSTEM, AND OTHER NECESSARY MEANS FOR MANUFACTURING, TRANSMITTING, DISTRIBUTING AND SELLING OF MANUFACTURED, NATURAL OR COMMINGLED GAS WITHIN AND THROUGH THE CITY OF TUCKER, GEORGIA; AND FIXING THE TERMS AND CONDITIONS OF SUCH GRANT; TO PROVIDE PROVISIONS GOVERNING THE FRANCHISE FEE CALCULATION; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

WHEREAS, the City of Tucker, Georgia, hereinafter referred to as the City, and the undersigned warrant and represent that there is no franchise granted by the City and in force and effect, to any other person, firm or corporation and that the City is under no contract or obligation to any other person, firm or corporation, in anywise relating to the installation of gas service in the City of Tucker, Georgia; now, therefore:

BE IT ORDAINED by the Mayor and Council of the City of Tucker, Georgia, as follows:

SECTION 1.

Definitions.

- a. *Franchise Fee Factor (“FFF”)* means \$12.94, as periodically adjusted pursuant to Section 4.
- b. *Dedicated Design Day Capacity or “DDDC”* means the sum of the individual capacity in Dekatherms attributable to all Firm Customers, as defined below, located within the city limits of the City, which as of the date hereof is 27,914.
- c. *Firm Customers* means all residential and business customers who purchase gas service that ordinarily is not subject to interruption or curtailment.

- d. *Fiscal Year* means the 12 month period ending September 30, of each year.
- e. *GPSC* means the Georgia Public Service Commission or such successor regulatory body, having general regulatory authority over the Company.
- f. *Franchise Fee Factor Adjustment (“FFFA”)* means the percent change in the cost of service as explicitly or implicitly determined by the GPSC as a result of a rate case.

SECTION 2.

In exchange for making the franchise fee payments as provided in this Agreement, the City grants to the Company, its successors and assigns, a non-exclusive right to lay, construct, extend, maintain, renew, replace and repair gas pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages under, along, through and across any streets, avenues, roads, public highways, alleys, lanes, ways, parks, rights-of-way and other public places in the City (hereinafter collectively referred to as the “City’s Property”) and to use and occupy the City’s Property for the purpose of therein laying, constructing, extending, maintaining, renewing, replacing and repairing mains, pipes, valves, manholes, service boxes, posts, lamps, structures, appliances and all appurtenances and appendages thereto, used and useful for the manufacture, transmission, distribution and sale of gas within and through the present or future territorial limits of the City, such right, when exercised as herein provided, to commence as of January 1, 2017, and to continue for a term for thirty (30) years from the date of approval of this ordinance.

SECTION 3.

Company shall be entitled to charge for gas distribution services furnished by it such rates as are prescribed by the GPSC or other lawful regulatory body of the State of Georgia.

SECTION 4.

The total dollar amount of franchise fees paid by the Company to the City shall be calculated as follows:

The following formula quantifies this payment: $FF = \frac{FFF \times DDDC}{FFFA}$

Where,

FF = total franchise fees due City for the current Fiscal Year

FFF = the Franchise Fee Factor

DDDC = the Dedicated Design Day Capacity in the City as of the last day of the previous Fiscal Year

The Company shall adjust the Franchise Fee Factor by Franchise Fee Factor Adjustment only when the Company changes its rates as a result of a rate case with the GPSC.

The Company as the holder of the franchise privilege hereunder is responsible for the payment of all franchise fees payable hereunder, and shall file such reports and returns as required by this franchise ordinance. Company shall make the franchise fee payments to City on the same schedule and with such supporting documentation as Company provides to other municipalities in Georgia.

The franchise fee payments required hereunder shall be in lieu of any franchise fee, license fee, permit fee, administrative fee, occupation tax or other payment for the use of the rights-of-way by the Company for the provision of gas service, but shall not prohibit imposition of a license fee or an occupation tax on gas marketers. The Company shall comply with the City's utility right-of-way permitting process, as enacted, so long as such process does not conflict with O.C.G.A. §32-4-92 and is not more restrictive than rules and regulations as promulgated by the Georgia Department of Transportation. The City will not charge the Company any other franchise fee, occupation tax, or regulatory fee, as prohibited by O.C.G.A.

§48-13-16, or any other fee prohibited by state law. Company reserves the right to reduce the annual franchise fee payable to the City for any and all fees, taxes or charges assessed by the City in contravention of this section in connection with the granting of permits to perform Company's work on City's Property during such Fiscal Year.

SECTION 5.

All rights herein granted and authorized by the City shall be subject to and governed only by this ordinance; provided, however, that the City expressly reserves unto itself all of its police power to adopt general ordinances necessary to protect the safety and welfare of the general public in relation to the rights hereby granted not inconsistent with the provisions of this ordinance.

SECTION 6.

Company, upon making an opening in the City's Property, for the purpose of laying, repairing or maintaining gas facilities, shall use due care and caution to prevent injury to persons, and shall replace and restore the City's Property to its former condition as nearly as practicable, and within a reasonable time, and shall not unnecessarily obstruct or impede traffic upon the streets, avenues, roads, public highways, alleys, lanes, ways, parks and other places of the City.

SECTION 7.

Company shall save and keep harmless the City from any and all liability by reason of damage or injury to any person or persons whomsoever, on account of negligence of the Company in the installation, maintenance and repair of its mains and pipe lines located in the City's Property, provided the Company shall have been notified in writing of any claim against the City on account thereof and shall have been given ample opportunity to defend the same.

SECTION 8.

This ordinance, after its passage according to law, in writing duly filed with the City Clerk, shall be effective and in full force after the date of acceptance by Company.

SECTION 9.

Throughout the term of this Franchise Agreement, the Company shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and shall, upon request, provide the City certificates of insurance designating the City as additional insured and demonstrating that the Company has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death to any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days' prior written notice to the City. The Company shall provide workers' compensation coverage in accordance with applicable law. The Company shall indemnify and hold harmless the City from any workers' compensation claims to which the Company may become subject during the term of this Franchise Agreement. Alternatively, and in lieu of the foregoing insurance requirements, the Company may elect to self-insure or insure through its captive insurance carrier, provided that Company or its parent company have sufficient net worth to do so, as determined by customary practice in the natural gas utility industry.

SECTION 10.

Unless 90 days written notice is given by one party to the other prior to the expiration of this agreement, this franchise shall be considered as renewed and binding in all its provisions for ten (10) years after such expiration and this franchise shall so continue in operation and effect for

a further and second term of ten (10) years unless such notice be given by either party prior to the expiration of the first such renewed term.

SECTION 11.

If the City grants a franchise to any other person, firm or corporation for the distribution and selling of gas, or if the City elects to establish a municipal system for the distribution and selling of gas, any proposed facilities within the certificated area of Company must receive prior approval by the GPSC. City shall notify, or shall require any other person, firm or corporation franchised for the distribution and selling of gas to notify, the GPSC and Company of their intent to install facilities parallel to and within the rights-of-way with Company facilities at least thirty (30) days prior to installation, and such installation shall not be initiated without the written consent of the GPSC provided, however, that the GPSC shall act on such notice within a reasonable amount of time and such consent shall not be unreasonably withheld.

SECTION 12.

In the event that any provision of this ordinance should be ruled void, invalid, unenforceable or contrary to public policy by any court of competent jurisdiction, the remaining provisions of this ordinance shall survive and be applied, and together with the invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

SECTION 13.

Any and all notices required to be given under this agreement shall be in writing and shall be delivered by U.S. Mail, return receipt requested, commercial overnight courier or hand delivery and shall be deemed delivered when received or rejected for receipt by the recipient.

The parties' addresses are set forth below and can be changed upon thirty (30) days' notice to the other:

City:

4119 Adrian St

Tucker, GA 30084

Attn: City Clerk

Atlanta Gas Light Company:

P.O. Box 4569

Atlanta, GA 30302-4569

Attn: Rates and Regulatory

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SECTION 14.

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SO ADOPTED by the City Council of the City of Tucker, Georgia, at a meeting held on December 19, 2016.

Approved:

_____, Mayor

I, _____, Clerk of the City of Tucker, Georgia, hereby certify that I was present at the meeting of the Mayor and Council of the City of Tucker, Georgia, held on December 19, 2016, which meeting was duly and legally called and held, and at which a quorum was present, and that an ordinance, a true and correct copy of which I hereby certify the foregoing to be, was duly passed and adopted by the Mayor and Council of the City of Tucker, Georgia, at said meeting.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the City of Tucker, State of Georgia, this _____ day of _____, 2016.

Clerk

(SEAL)

Accepted on behalf of Company, this _____ day of _____, 201__.

Atlanta Gas Light Company

By: _____

Name: _____

Title: _____