

# 12-1265

(Do Not Write Above This Line)

A RESOLUTION  
BY CITY UTILITIES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION ("GDOT") IN CONJUNCTION WITH THE PROJECTS BHNLB-9073-00(016) & BRNLB-9073-00(018), PH# 752086-752560, FULTON COUNTY ("PROJECT") TO REPLACE THE STATE ROUTE 999/CITY STREET 3586/SPRING STREET AT SOUTHERN RAILROAD- CSX RAILROAD BRIDGE FOR THE PURPOSE OF INCLUDING THE RELOCATION OF CITY OF ATLANTA WATER MAINS AND RELATED FACILITIES IN THE PROJECT AT THE CITY'S COST FOR AN ESTIMATED AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND, THREE HUNDRED THIRTY-SEVEN DOLLARS AND NO CENTS (\$125,037.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER & WASTEWATER REVENUE BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002 (FACILITIES OTHER THAN BUILDINGS/INFRASTRUCTURE CIP) 4440000 (DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ORGANIZATION NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 101 (TASK) 506621876 (2009A WATER & WASTEWATER REVENUE BOND FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS/INFRASTRUCTURE CIP) COA: AND FOR OTHER PURPOSES.

*As Amended*

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred

Referred To:

Date Referred

Referred To:

Date Referred

Referred To:

Committee \_\_\_\_\_  
Date \_\_\_\_\_  
Chair \_\_\_\_\_  
Referred To \_\_\_\_\_

First Reading

*City Utilities*  
Date 25 2012

*Mark Stuchlik*  
Chair

*As Amended*  
Action Fav, Adv, Hold (see rev. side)  
Other

*Callister*  
Members

*Andrew*  
Refer To

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)  
Other

Members

Refer To

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)  
Other

Members

Committee

Date

Chair

Action Fav, Adv, Hold (see rev. side)  
Other

Members

ADOPTED BY

OCT 01 2012

COUNCIL

Refer To

- FINAL COUNCIL ACTION
- 2nd
  - 1st & 2nd
  - 3rd
  - Consent
  - V Vote
  - RRC Vote

CERTIFIED

OCT 01 2012

ATLANTA CITY COUNCIL PRESIDENT

*[Signature]*

CERTIFIED

OCT 01 2012

*Ronald D. Simpson*  
MUNICIPAL CLERK

MAYOR'S ACTION

APPROVED

OCT 10 2012

WITHOUT SIGNATURE  
BY OPERATION OF LAW



CITY COUNCIL  
ATLANTA, GEORGIA

AN AMENDED RESOLUTION

12-R-1265

BY CITY UTILITIES COMMITTEE

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF GEORGIA DEPARTMENT OF TRANSPORTATION TO RELOCATE CITY OF ATLANTA WATER MAINS AND RELATED FACILITIES IN CONJUNCTION WITH GDOT PROJECT BHNLB-9073-00(016) & BRNLB-9073-00(018), PI # 752086-752560, FULTON COUNTY TO REPLACE STATE ROUTES 999 (CITY STREET) AND 3586 (SPRING STREET) AT SOUTHERN RAILROAD – CSX RAILROAD BRIDGE, ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT, FOR AN ESTIMATED AMOUNT NOT TO EXCEED ONE HUNDRED TWENTY-FIVE THOUSAND, THIRTY-SEVEN DOLLARS AND NO CENTS (\$125,037.00); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT ORGANIZATION AND ACCOUNT NUMBER 5066 (2009A WATER & WASTEWATER REVENUE BOND FUND) 170408 (DWM DRINKING WATER ENGINEERING SERVICE) 5414002 (FACILITIES OTHER THAN BUILDINGS/INFRASTRUCTURE CIP) 4440000 (DISTRIBUTION) AND PROJECT TASK AWARD EXPENDITURE AND ORGANIZATION NUMBER 17110893 (UTILITIES GDOT & MUNICIPAL) 101 (TASK) 506621876 (2009A WATER & WASTEWATER REVENUE BOND FUND) 5414002 (FACILITIES OTHER THAN BUILDINGS/INFRASTRUCTURE CIP) COA; AND FOR OTHER PURPOSES.**

**WHEREAS**, the State of Georgia Department of Transportation (“GDOT”) and the City of Atlanta (“City”) are currently undertaking Project BHNLB-9073-00(016) & BRNLB-9073-00(018), PI# 752086-752560 to replace State Routes 999 (City Street) and 3586 (Spring Street) at Southern Railroad - CSX railroad bridge and perform other roadway improvements associated with the bridge’s deterioration (“GDOT Project”); and

**WHEREAS**, the City Department of Watershed Management (“DWM”) has existing 12-inch and 6-inch water mains, fire hydrants, water meters and other appurtenances to the City’s water distribution system (“Facilities”) located at City Street and Spring Street; and

**WHEREAS**, the Facilities present a conflict with the construction of the GDOT Project and the relocation of the Facilities, the staging of construction and state utility and environmental permitting can be included in the GDOT Project; and

**WHEREAS**, by including the relocation and adjustment of the Facilities into the GDOT Project, the City gains the benefit of eliminating or reducing costs associated with asphalt restoration, erosion and sedimentation control, mobilization and traffic control; and

**WHEREAS**, the costs of the required Facility relocation and adjustment is estimated to be One Hundred Twenty-Five Thousand, Thirty-Seven Dollars and No Cents (\$125,037.00); and



**WHEREAS**, the DWM and GDOT have determined that the most effective and economical means of relocating and adjusting the Facilities is to include the work as part of the GDOT Project; and

**WHEREAS**, sufficient funds are available for the City's portion of the cost of the GDOT Project from Fund Department Organization and Account Number 5066 (2009A Water & Wastewater Revenue Bond Fund) 170408 (DWM Drinking Water Engineering Service) 5414002 (Facilities Other than Buildings/Infrastructure CIP) 4440000 (Distribution) and Project Task Award Expenditure and Organization Number 17110893 (Utilities GDOT & Municipal) 101 (Task) 506621876 (2009A Water & Wastewater Revenue Bond Fund) 5414002 (Facilities Other than Buildings/Infrastructure CIP) COA; and

**WHEREAS**, the Commissioner of the Department of Watershed Management recommends that DWM enter into an Intergovernmental Agreement with GDOT for relocation and adjustment of the Facilities in conflict with the GDOT Project in an estimated amount not to exceed One Hundred Twenty-Five Thousand, Thirty-Seven Dollars and No Cents (\$125,037.00).

**THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES**, that the Mayor, or his authorized designee, is hereby authorized to enter into an Intergovernmental Agreement with the State of Georgia Department of Transportation in substantial form as the agreement attached hereto as "Exhibit A" to include relocating and adjusting the City of Atlanta's Department of Watershed Management drinking water facilities as part of the GDOT Project in an estimated amount not to exceed One Hundred Twenty-Five Thousand, Thirty-Seven Dollars and No Cents (\$125,037.00).

**BE IT FURTHER RESOLVED**, that the Chief Procurement Officer, in consultation with the City Attorney, is directed to prepare all appropriate documents for execution by the Mayor.

**BE IT FURTHER RESOLVED**, that the Agreement will not become binding on the City and the City will incur no liability or obligation under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the State of Georgia Department of Transportation.

**BE IT FINALLY RESOLVED**, that all services for said contracted work shall be charged to and paid from the Fund Department Organization and Account Number 5066 (2009A Water & Wastewater Revenue Bond Fund) 170408 (DWM Drinking Water Engineering Service) 5414002 (Facilities Other than Buildings/Infrastructure CIP) 4440000 (Distribution) and Project Task Award Expenditure and Organization Number 17110893 (Utilities GDOT & Municipal) 101 (Task) 506621876 (2009A Water & Wastewater Revenue Bond Fund) 5414002 (Facilities Other than Buildings/Infrastructure CIP) COA.

A true copy,

Deputy Municipal Clerk

**ADOPTED** as amended by the Atlanta City Council  
**APPROVED** as per City Charter Section 2-403

**October 01, 2012**  
**October 10, 2012**



**Exhibit "A"**

Account No. – Class: 733005 – 309

Department ID: 4848010000

Program No.: 4181401

STANDARD UTILITY AGREEMENT  
GDOT Contract ID No.: CS00UUTL  
CONTRACT ITEM AGREEMENT

Georgia Project No.: BHNLB-9073-00(016) & BRNLB-9073-00(018), Fulton  
County

G.D.O.T. P.I. No.: 752086-/752560-

THIS AGREEMENT, made this \_\_\_\_\_, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and City of Atlanta, a political subdivision of the State of Georgia, hereinafter called the LOCAL AGENCY, second party;

WITNESS that:

WHEREAS, the DEPARTMENT proposes under the above numbered project to replace the State Route 999/City Street 3586/Spring Street at Southern Railroad- CSX Railroad Bridge in Fulton County, Georgia; and

WHEREAS, due to the construction of this project, it will become necessary to make certain adjustments or additional installation of utility facilities of the LOCAL AGENCY, the cost of which shall be determined in accordance with Articles 8, 9, & 10 below; and

WHEREAS, the LOCAL AGENCY has requested that the DEPARTMENT include the adjustment or installation of water facilities in its highway construction contract as shown on the attached plans; and

WHEREAS, this Agreement being for the sole purpose of providing a contractor for work performed on the LOCAL AGENCY'S water facilities, the LOCAL AGENCY shall bear the cost of said work to be determined as hereinafter set forth;

WHEREAS, the preliminary engineering, including preparation of detailed plans and contract estimate for adjustment of the utilities described above have been accomplished by the LOCAL AGENCY;

WHEREAS, the plans for the utility work have been approved by both the DEPARTMENT and the LOCAL AGENCY prior to commencing work;

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. All construction engineering and contract supervision shall be the responsibility of the DEPARTMENT and the DEPARTMENT shall be responsible to assure that all utility work is accomplished in accordance with plans and specifications and to consult with



## STANDARD UTILITY AGREEMENT CONTRACT ITEM AGREEMENT

the LOCAL AGENCY or LOCAL AGENCY'S Consultant before authorizing any changes or deviations which affect the LOCAL AGENCY'S facility.

2. The LOCAL AGENCY or the LOCAL AGENCY'S Consultant shall have the right to visit and inspect the work at any time and advise the DEPARTMENT'S Engineer of any observed discrepancies or potential problems. The DEPARTMENT agrees to notify the LOCAL AGENCY when all utility work is completed and ready for final inspection by the LOCAL AGENCY.

3. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the LOCAL AGENCY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

4. The DEPARTMENT shall include in its contract for this project all work necessary to accomplish the adjustment of the LOCAL AGENCY'S facilities as shown on the highway plans along with the necessary specifications to assure that the work conforms to sound construction practices.

5. In the event it becomes necessary to add pay items that are not provided for in the contract, the DEPARTMENT shall negotiate prices with the contractor and enter into a supplemental agreement with the contractor for completion of the additional items. Upon notification, the LOCAL AGENCY shall furnish a check for the additional cost as determined in Article 8 below.

6. The DEPARTMENT shall furnish on the project the construction engineering inspection and testing by its own forces required to assure that the work is done in accordance with the plans, specifications and Special Provisions.

7. Upon completion of the work and upon certification by the DEPARTMENT'S engineers that the work has been completed in accordance with the aforesaid plans and specifications, the LOCAL AGENCY shall accept the adjusted and additional facilities and shall thereafter operate and maintain the adjusted and additional facilities without further cost to the DEPARTMENT or its contractor. Such maintenance and all operations and activities shall be subject to the DEPARTMENT'S rules, policies and procedures as contained in its Utility Accommodation Policy and Standards, current edition.

8. The DEPARTMENT shall include in its highway contract those items shown as "materials" for permanent installation on the aforesaid plans attached hereto. The price bid for the appropriate items shall include all labor, materials and incidentals necessary to complete the work. The cost of the requested work shall be determined from unit quantities and unit prices as shown in the DEPARTMENT'S tabulation of bids. The approximate non-binding pre-let estimate is **\$125,037.000** based on the LOCAL AGENCY'S estimate attached hereto of which the Department shall bear **\$0.00** and the LOCAL AGENCY shall bear **\$125,037.00**.



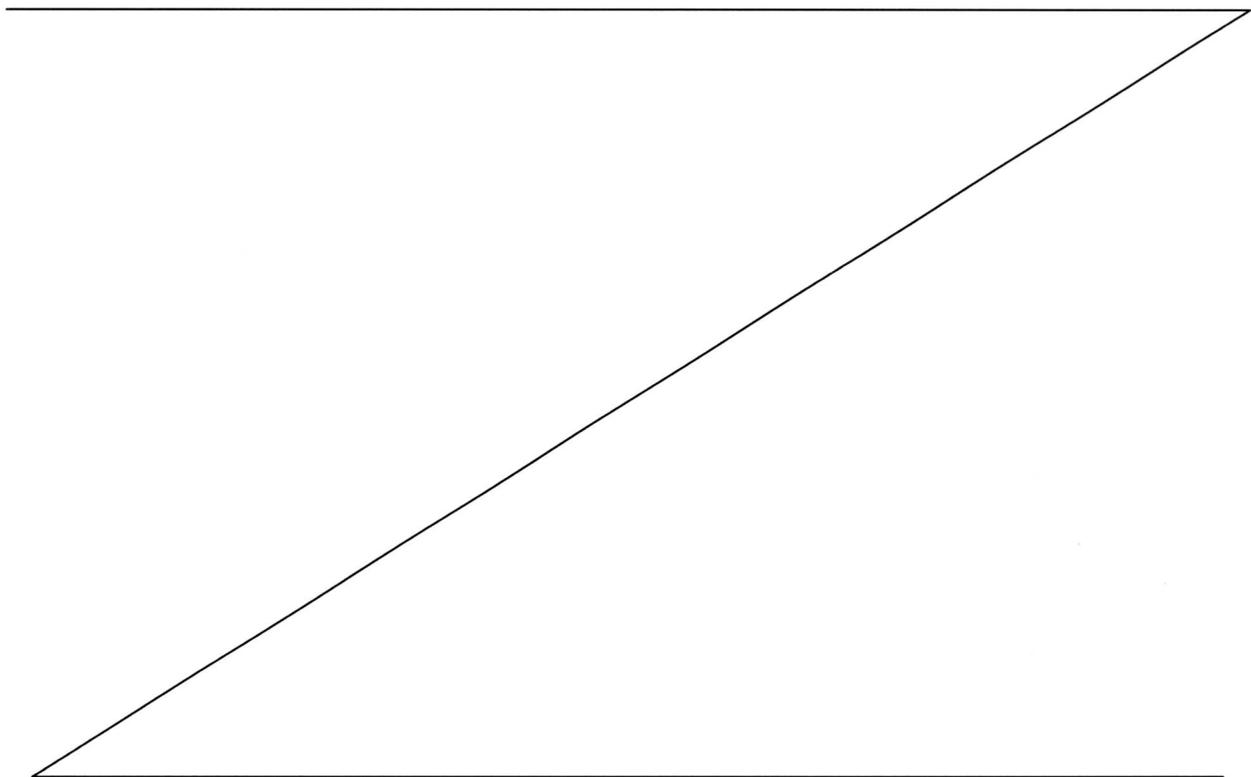
STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

9. It is mutually agreed that as soon as practicable after the opening of bids and acceptance of a bid by the DEPARTMENT, the DEPARTMENT shall notify the LOCAL AGENCY in writing of the amount due the DEPARTMENT. The LOCAL AGENCY shall pay to the DEPARTMENT the amount due within sixty (60) days.

10. It is further mutually agreed that the final cost of the work performed on behalf of the LOCAL AGENCY shall be determined by measurement of the actual quantities of installed materials, including added items under Article 5, multiplied by the actual bid prices. Accordingly, after the project has been completed, the DEPARTMENT shall determine the final cost to be borne by the LOCAL AGENCY and, as the case may be, shall refund to the LOCAL AGENCY or shall request of the LOCAL AGENCY an additional payment in the amount of the difference between the final cost to be borne by the LOCAL AGENCY and the amount which the LOCAL AGENCY has previously paid to the DEPARTMENT. In the event additional payment is due to the DEPARTMENT, the LOCAL AGENCY agrees to pay same within sixty (60) days after the statement is received from the DEPARTMENT. In the event a refund is due the LOCAL AGENCY, the DEPARTMENT agrees to pay the LOCAL AGENCY within sixty (60) after the refund amount is determined or final acceptance is made by the DEPARTMENT.

11. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

12. It is mutually agreed between the parties hereto that this document shall be deemed to have been executed in the Fulton County, Georgia, and that all questions of interpretation and construction shall be governed by the laws of the State of Georgia.





STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

City of Atlanta

BY: \_\_\_\_\_  
WITNESS

BY: \_\_\_\_\_  
NOTARY PUBLIC (SEAL)

BY: \_\_\_\_\_  
MAYOR

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_ DAY  
OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My commission expires:

Signed on behalf of City of Atlanta pursuant to resolution  
dated \_\_\_\_\_.

\*\*\*\*\*

FEIN \_\_\_\_\_

\*\*\*\*\*

BY: \_\_\_\_\_  
CITY CLERK  
(OFFICIAL SEAL)

RECOMMENDED:

ACCEPTED:

BY: \_\_\_\_\_  
STATE UTILITIES ENGINEER

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
COMMISSIONER

PROJECT NO.: BHNLB-9073-00(016) &  
BRNLB-9073-00(018)  
COUNTY: Fulton  
G.D.O.T. P.I. NO.: 752086-/752560-  
DATE: August 3, 2012 PA

Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_,

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: \_\_\_\_\_  
TREASURER  
OFFICIAL CUSTODIAN OF THE SEAL



STANDARD UTILITY AGREEMENT  
CONTRACT ITEM AGREEMENT

**RESOLUTION**

STATE OF GEORGIA

CITY OF ATLANTA

BE IT RESOLVED by the Mayor and the City Council of the City of Atlanta, and it is hereby resolved, that the foregoing attached Agreement, relative to project BHNLB-9073-00(016) & BRNLB-9073-00(018), P.I. Nos. 752086- & 752560-, to replace the State Route 999/City Street 3586/Spring Street at Southern Railroad- CSX Railroad Bridge in Fulton County, Georgia, and that Kasim Reed as Mayor and Rhonda Johnson, as Municipal Clerk, be and they are, thereby authorized and directed to execute the same for and in behalf of said MAYOR and CITY COUNCIL of the City of Atlanta.

Passed and adopted, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
MUNICIPAL CLERK

BY: \_\_\_\_\_  
MAYOR

STATE OF GEORGIA,

CITY OF ATLANTA

I, Rhonda Johnson, as Municipal Clerk, do hereby certify that I am custodian of the books and records of the same, and that the above and foregoing copy of the original is now on file in my office, and was passed by the MAYOR and COUNCIL of CITY OF ATLANTA.

WITNESS my hand and official signature, this the \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_.

BY: \_\_\_\_\_  
MUNICIPAL CLERK



**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Contract No. and Name: WATER DISTRIBUTION FACILITIES  
BHNLB-9073-00(016) & BRNLB-9073-00(018), P.I. No. 752086- & 752560-  
FULTON COUNTY

Name of Contracting Entity: CITY OF ATLANTA

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,\* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation at the time the subcontractor(s) is retained to perform such service.

\_\_\_\_\_  
EEV / E-Verify™ User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
BY: Authorized Officer or Agent  
(Name of Person or Entity)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_

[NOTARY SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



| Pay Item  | Unit | In-Kind Items       |                     |               | Actual Bid Costs          |                       |                         |
|---|------|---------------------|---------------------|---------------|---------------------------|-----------------------|-------------------------|
|   |      | Orig Plan Total Qty | Orig Est Unit Price | Orig Est Cost | Actual Bid Total Bid Cost | Actual Total Bid Cost | Actual In-Kind Bid Cost |
| <b>BHNLB-9073-400(016) &amp; BRNLB-9073-400(018), PH 752086-752560, FILTON COUNTY</b><br><b>FILTON COUNTY</b><br><b>SR 999 CS 386 SPRING STREET @ S01 RR-CN RR REPLACEMENT</b><br><b>WATER ADJUSTMENT ITEMS</b><br><b>WATER ITEMS</b> |      |                     |                     |               |                           |                       |                         |
| 310-5060  | SY   | 18                  | 18.00               | \$ 324.00     |                           |                       |                         |
| 402-3130  | TN   | 1                   | 70.00               | \$ 70.00      |                           |                       |                         |
| 402-3190  | TN   | 3                   | 75.00               | \$ 225.00     |                           |                       |                         |
| 500-3101  | CY   | 14                  | 321.00              | \$ 4,494.00   |                           |                       |                         |
| 610-2375  | LF   | 15                  | 53.00               | \$ 795.00     |                           |                       |                         |
| 610-2385  | LF   | 80                  | 44.00               | \$ 3,520.00   |                           |                       |                         |
| 610-2370  | LF   | 15                  | 53.00               | \$ 795.00     |                           |                       |                         |
| 610-2380  | LF   | 60                  | 53.00               | \$ 3,180.00   |                           |                       |                         |
| 670-1060  | LF   | 44                  | 98.00               | \$ 4,312.00   |                           |                       |                         |
| 670-1080  | LF   | 40                  | 123.00              | \$ 4,920.00   |                           |                       |                         |
| 670-1100  | LF   | 20                  | 161.00              | \$ 3,220.00   |                           |                       |                         |
| 670-1120  | LF   | 71                  | 669.00              | \$ 47,499.00  |                           |                       |                         |
| 670-1590  | EA   | 2                   | 2182.00             | \$ 4,364.00   |                           |                       |                         |
| 670-1513  | EA   | 2                   | 1899.00             | \$ 3,798.00   |                           |                       |                         |
| 670-1518  | EA   | 2                   | 2442.00             | \$ 4,884.00   |                           |                       |                         |
| 670-2120  | EA   | 1                   | 4683.00             | \$ 4,683.00   |                           |                       |                         |
| 670-4000  | EA   | 1                   | 8859.00             | \$ 8,859.00   |                           |                       |                         |
| 670-7000  | LF   | 20                  | 995.00              | \$ 19,900.00  |                           |                       |                         |
| 670-6910  | EA   | 1                   | 2322.00             | \$ 2,322.00   |                           |                       |                         |
| 670-6920  | EA   | 1                   | 2873.00             | \$ 2,873.00   |                           |                       |                         |
| SUBTOTAL =  |      |                     |                     |               | \$ 125,037.00             |                       |                         |
| TOTAL EST COST =  |      |                     |                     |               | \$ 125,037.00             |                       |                         |
| TOTAL BID COST =  |      |                     |                     |               | \$ -                      |                       |                         |
| <b>CITY OF ATLANTA WATER SHARE</b>  |      |                     |                     |               |                           |                       |                         |
| TOTAL In-Kind EST   |      |                     |                     |               | \$ 125,037.00             |                       |                         |
| 100% TOTAL EST  |      |                     |                     |               | \$ 125,037.00             |                       |                         |
| GDOT Share  |      |                     |                     |               | \$ -                      |                       |                         |
| 0.00% TOTAL EST   |      |                     |                     |               | \$ -                      |                       |                         |
| GDOT Share  |      |                     |                     |               | \$ -                      |                       |                         |



\* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603

RCS# 2322  
10/01/12  
2:35 PM

Atlanta City Council

CONSENT I

ALL ITEMS EXCEPT 12-R-0997  
OCTOBER 1, 2012  
ADOPT AS AMNDED

YEAS: 13  
NAYS: 0  
ABSTENTIONS: 0  
NOT VOTING: 2  
EXCUSED: 0  
ABSENT 1

|           |             |           |             |
|-----------|-------------|-----------|-------------|
| Y Smith   | B Archibong | Y Moore   | Y Bond      |
| NV Hall   | Y Wan       | Y Martin  | Y Watson    |
| Y Young   | Y Shook     | Y Bottoms | Y Willis    |
| Y Winslow | Y Adrean    | Y Sheperd | NV Mitchell |

CONSENT I

|                                 |                                 | <b>10-01-12</b>                  |
|---------------------------------|---------------------------------|----------------------------------|
| <b>ITEMS ADOPTED ON CONSENT</b> | <b>ITEMS ADOPTED ON CONSENT</b> | <b>ITEMS ADVERSED ON CONSENT</b> |
| 1. 12-O-1056                    | 35. 12-R-1283                   | 42. 12-R-1290                    |
| 2. 12-O-1129                    | 36. 12-R-1284                   | 43. 12-R-1291                    |
| 3. 12-O-1179                    | 37. 12-R-1285                   | 44. 12-R-1292                    |
| 4. 12-O-1180                    | 38. 12-R-1286                   | 45. 12-R-1293                    |
| 5. 12-O-1181                    | 39. 12-R-1287                   | 46. 12-R-1294                    |
| 6. 12-O-1167                    | 40. 12-R-1288                   | 47. 12-R-1295                    |
| 7. 12-O-1168                    | 41. 12-R-1289                   | 48. 12-R-1296                    |
| 8. 12-O-1169                    |                                 | 49. 12-R-1297                    |
| 9. 12-O-1170                    |                                 | 50. 12-R-1298                    |
| 10. 12-O-1171                   |                                 | 51. 12-R-1299                    |
| 11. 12-O-1172                   |                                 | 52. 12-R-1300                    |
| 12. 11-O-1195                   |                                 | 53. 12-R-1301                    |
| 13. 12-O-1321                   |                                 | 54. 12-R-1302                    |
| 14. 12-O-1038                   |                                 | 55. 12-R-1303                    |
| 15. 12-O-1199                   |                                 | 56. 12-R-1304                    |
| 16. 12-O-1243                   |                                 | 57. 12-R-1305                    |
| 17. 12-O-1315                   |                                 | 58. 12-R-1306                    |
| 18. 12-R-1163                   |                                 | 59. 12-R-1307                    |
| 19. 12-R-1253                   |                                 | 60. 12-R-1308                    |
| 20. 12-R-1265                   |                                 | 61. 12-R-1309                    |
| 21. 12-R-1266                   |                                 |                                  |
| 22. 12-R-1268                   |                                 |                                  |
| 23. 12-R-1278                   |                                 |                                  |
| 24. 12-R-1279                   |                                 |                                  |
| 25. 12-R-1280                   |                                 |                                  |
| 26. 12-R-1282                   |                                 |                                  |
| 27. 12-R-1191                   |                                 |                                  |
| 28. 12-R-1274                   |                                 |                                  |
| 29. 12-R-1275                   |                                 |                                  |
| 30. 12-R-1310                   |                                 |                                  |
| 31. 12-R-1323                   |                                 |                                  |
| 32. 12-R-1101                   |                                 |                                  |
| 33. 12-R-1270                   |                                 |                                  |
| 34. 12-R-1272                   |                                 |                                  |