Mayor and Council

700 Doug Davis Drive
Hapeville, GA 30354

September 7, 2016

7:00 PM

1. Call To Order

2. Roll Call
   Mayor Alan Hallman
   Alderman at Large Ruth Barr
   Councilman at Large Michael Randman
   Councilman Ward I Joshua Powell
   Councilman Ward II Diane Dimmick

3. Welcome

4. Pledge Of Allegiance

5. Invocation

6. Presentations

6.I. Employee Recognition

- Years of Service

Calvin McCoy 20 Years

- Outstanding Job Performance

Fire Department Cardiac Save

6.II. TSPLOST Presentation - Todd Long

Background:

City staff has worked closely with Fulton County on development and publication of the 2016 T-SPLOST Project listing. Mr. Todd Long, COO of Fulton County will be present to provide an educational update to the Council and community on the latest information related to the upcoming T-SPLOST ballot issue. This vote is scheduled for November 8, 2016.

A copy of the City's project list submission to Fulton County is attached for reference.

For any additional information, please contact the City Manager

Documents:

PROPOSED TSPLOST PROJECTS.PDF

6.III. RDS Proposal

Background:

Revenue Discovery Systems (RDS) submitted a proposal to the City in the Spring of 2015. Since this time, they have had several discussions with the City Management team regarding the advantages of placing their firm under contract to explore revenue

enhancement options. Specifically, they propose to audit various franchise utilities to ensure proper compliance with the terms and payment provisions of such agreements. Franchise agreements that would be evaluated include cable, internet, phone and electric utilities.

Staff would like direction on whether to proceed with the proposal outlined. If not, one additional question would be whether or not Council would want to seek other competitive proposers to conduct such an effort now or wait until a future date.

Should you have any additional questions, please contact the City Manager's Office.

Documents:

HAPEVILLE FF PROPOSAL 160720.PDF

7. Public Comments On Agenda Items

The public is encouraged to communicate their questions, concerns, and suggestions during Public Comments. The Council does listen to your concerns and will have Staff follow-up on any questions you raise. Any and all comments should be addressed to the Governing Body, not to the general public and delivered in a civil manner in keeping with common courtesy and decorum.

8. Old Business

8.I. Building Collapse Update

Background:

City staff in coordination with the City Attorney's Office have now concluded our work with the building contractor's insurance agencies regarding the building collapse at 597 North Central Ave. Council will need to authorize the finalization of these discussions and settlement of all claims for the City.

In addition, staff is working on design options and has requested that Mr. Burt update the Council periodically on the progress of the efforts to initiate project repairs for this facility.

For any additional information, please contact the City Manager's Office.

8.II. Technology Plan Follow-Up

Background:

In June 2015, staff presented a final draft power point presentation outlining the provisions of our new five-year Technology Plan. The attached plan takes all the comments and critical modifications made since that date and finalizes the recommended plan.

Staff seeks formal adoption of this plan to provide critical guidance to City staff on how the City should upgrade and plan to meet our present and future technology needs within the existing budget. Adoption of the plan is useful as it helps guide budget preparations and let's the public know all the various investments which need to be made in order to upgrade and improve our technology footprint in the City. Staff recommends approval.

For additional information, contact the City Manager's Office.

Documents:

CITY OF HAPEVILLE IT PLAN 1.2.PDF

9. New Business

9.I. 1st Reading Ordinance 2016-23 Extension Alcohol Ordinance Amendment

Background:

Council and staff are still actively working on the new comprehensive Alcohol Ordinance. A workshop will be scheduled soon. Thus, the temporary provisions put in place to assist the microbrewery industry start-up need to be extended. The attached Ordinance extends the provisions passed earlier this year until the end of 2016. Unless Council takes action, the rules designed to support the microbrewery activity in the City will expire on September 30, 2016.

Staff recommends approval. Should you have any questions, please feel free to contact the City Manager's Office.

Documents:

EXTENDED ALCOHOL AMENDMENT COMPARISON CHART (THRU 12_31).DOC
EXTENDED ALCOHOL ORDINANCE AMENDMENT (THRU 12_31).DOC

9.II. Traffic Study

Background:

City staff have received various complaints for traffic and parking issues at Mount Zion Road, Lake Drive, Birch Street and College Street at the intersection of Atlanta Avenue. Periodically, the Police Dept. conducts traffic studies to determine what problems exist in the area in question. Field observations, the uniform traffic manual and actual traffic data are used in the evaluation process. These studies are done to determine if actual problems exist in the field and what options are available to improve safe operating conditions. Attached is the report submitted by the Police Dept. regarding the locations evaluated. Recommendations are included for the Council's review and consideration.

Staff recommends approval. For additional information, please contact the City Manager's Office or the Police Chief.

Documents:

TRAFFIC COMMITTEE FINDINGS 8.10.16.PDF

9.III. Consideration And Action On A Project Framework Agreement Between The Georgia Department Of Transportation And The City Of Hapeville For The N. Central Avenue Phase II Streetscape Study (PI # 0015084).

Background:

The City of Hapeville applied for study funds for Phase II of the N. Central Avenue Streetscape that would run from Dearborn to I-75. The study award amount is $ 100,000 and this is a 80% federal and 20% local match grant. The Georgia Department of Transportation will not fund any projects without a GDOT approved concept report. This scoping phase includes defining the project, budget creation and a final concept report. Once that is completed, the Preliminary Engineering, Right of Way Phase and Construction funds will follow.

Staff recommends approval of this agreement. Funds are available in the City Budget for the match.

For any additional questions, please contact the City Manager's Office.

Documents:

N.CENTRAL PHASE II.PDF

10. Consideration And Action To Approve The LCI/Comp Plan Rankings And To Give The Authorization To The City Manager To Negotiate A Contract.

11. Public Comments

    At this time, the Mayor opens the floor to comments from the audience.
    Comments should relate to a specific agenda item, not listed on the agenda for a Public Hearing, or to a concern within the jurisdiction of the City. Mayor and Council meetings serve the purpose of conducting city business and are not a forum for the unlimited expression of opinion. The Chairperson reserves the right to limit comments to matters germane to city business and may refer speakers to the City Manager or other staff for resolution.

12. Mayor And Council Comments

13. Executive Session (If Needed)
    When Executive is Required one will be called for the following issues: 1) Litigation O.C.G.A. §50-14-2; 2) Real Estate O.C.G.A. §50-14-3(b)(1); or 3) Personnel O.C.G.A. §50-14-3(b)(2).

14. Consideration And Action To Adopt The Recommended Pay Increase For City Staff.
    Background:
    City Council tasked the City Manager to work with the Department Heads in evaluating the best most fair way of allocating available resources for a pay increase designed to bring City staff closer to competitive market levels. Recent pay studies placed the market gap at least $600,000 above current payroll allocations. Staff research indicates that the last net gain raise provided for all employees of the City was around 2005.

    Attached is the information related to this assignment. Should the City Council authorize the pay increase it would be scheduled to go into effect the first pay period in October, 2016. The City Manager is not to be included in this action or receive any increase. Staff has provided the additional information requested by Council.

    For additional information, contact the City Manager's Office.

    Documents:

    PAY INCREASES MEMO.PDF
    PAY INCREASES.PDF

15. Consideration And Action To Appoint Fire Chief.

16. Adjourn

Public involvement and citizen engagement is welcome as Hapeville operates a very open, accessible and transparent government. We do however remind our attendees/residents that there are times allocated for public comments on the agenda. In order for council to conduct their necessary business at each meeting, we respectfully ask that side-bar conversations and comments be reserved for the appropriate time during the meeting. This will allow the City Council to conduct the business at hand and afford our meeting attendees ample time for comments at the appropriate time during the meeting.

City of Hapeville

Purpose/Projects	TSPLOST Purpose Cost
HAPEVILLE TIER 1 PURPOSES/PROJECTS	
Operations & Safety Improvements	$1,600,000
Silent/Quiet Zone Railroad Crossings-	
South Street Crossing	
Perkins Street Crossing	
Dogwood Drive Crossing	
Virginia Avenue Crossing	
Sylvan Road Crossing	
Pedestrian Improvements	$1,900,000
Sidewalks, Curb/Gutter, Bike Lanes	
City Wide	
Maintenance & Safety	$1,400,000
Paving & Drainage	
City Wide	
Engineering/ Management/Administration	$665,280
TIER 1 TOTAL PURPOSE COSTS	**$5,565,280**
HAPEVILLE TIER 2 PURPOSES/PROJECTS	
Maintenance & Safety	$600,000
Paving & Drainage	
City Wide	
Traffic & Street Signage	$382,108
City Wide	
TIER 2 TOTAL PURPOSE COSTS	**$982,108**
HAPEVILLE TIER 3 PURPOSES/PROJECTS	
Pedestrian Improvements	$500,000
Sidewalks, Curb/Gutter, Bike Lanes	
City Wide	
Maintenance & Safety	$485,983
Paving and Drainage	
TIER 3 TOTAL PURPOSE COSTS	**$985,983**
TOTAL HAPEVILLE COSTS - ALL PURPOSES FOR TIERS 1-3	**$7,533,371**

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Birmingham, Alabama 35209

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fax: 205-423-4099

July 20, 2016

City of Hapeville
3468 North Fulton Ave
Hapeville, GA 30354

Dear Mr. Whitson:

Thank you for the opportunity to offer the attached proposal to provide franchise fee and utility tax audit services for the City of Hapeville. This proposal is presented by Revenue Discovery Systems (RDS), a wholly owned subsidiary of PRA Group, Inc. (PRA).

RDS is fully qualified to provide the City with the services proposed. Building on over 35 years of experience in delivering taxpayer compliance services exclusively to local governments, and in response to the needs of our hundreds of municipal and county clients, RDS has assembled a team of qualified and experienced tax audit specialists devoted specifically to utility taxpayer and franchisee compliance. We are confident that our team will meet and exceed all of the City's expectations, accurately identifying and resolving instances of non-compliance on the part of the City's franchisees, assisting in the collection of any amounts found to be unpaid, and working with franchisees to ensure enhanced compliance going forward.

In recent years, RDS has contracted with local jurisdictions in over 25 of the top 50 cities in the US, making us uniquely qualified to represent the City of Hapeville. Specifically, we have performed franchise and utility audits for 13 of the nation's largest 50 cities and as such have extensive experience working with the major utility providers. Large utilities often present challenging arguments to audit findings making resolution a difficult task for the city. Our in depth experience in dealing with the regulatory and legal issues will provide the city with the best opportunity to maximize recovery of any revenues owed.

Our proposal is a firm offer until October 20, 2016. RDS is prepared to begin the audit proposed immediately upon approval from the City.

Sincerely,

Ivan Figueroa
Regional Account Manager

SCOPE OF WORK FOR ELECTRIC UTILITY AUDIT ENGAGEMENT

RDS understands that the City seeks to retain a qualified professional independent firm to conduct an audit of the franchise fees and utility taxes reported and remitted to the City by each utility to ensure that the City is receiving its appropriate revenues.

The initial audit will include the two most recent fiscal years, with an option to include earlier years if permitted by the City's agreement with each utility and desired by the City. RDS will provide all required labor, materials, equipment and transportation sufficient to complete the audit and prepare a detailed report of any findings, and draft correspondence for the City's use in recovering any amounts found to be due.

The following is an outline of the procedure we follow in preparing for and completing compliance audits for utility service tax, franchise fees, and similar taxes:

a. Review all ordinances and correspondence relating to the City's franchise agreement with each utility.

b. Submit a Request for Information (RFI) and obtain from each utility the information needed to complete our review. Typically, we would request:

   1) A copy of the chart of accounts for electric service, including account numbers and account descriptions.

      - For each revenue account, state whether the revenue recorded in the account is included in the computation of the amount of franchise fees and utility taxes paid the City.
      - For any and all revenue accounts not included, state whether these accounts have always been excluded in the computation of franchise fees and utility taxes paid to the City.

   2) Monthly revenues by revenue account for each month of the review period.

   3) Copies of monthly general ledgers for the review period.

   4) Copies of the franchise agreement pertaining to the amounts of franchise fees and utility taxes paid the City.

   5) Number of customers located within the City by rate class at fiscal year-end of review period.

   6) Examples of bills to customers with service addresses located within the City. Provide one representative bill for each rate class.

   7) Explanation of how geographic coding is determined for a new customer account.

8) Description of procedures used in the computation of the amount of franchise fees and utility taxes paid the City. If a formula is used, provide an explanation for each component of the formula, together with supporting documentation for each value used in the formula, for the payment received by the City for the review period.

9) Copies of all reports, work papers, and other supporting documentation used in computations of the amount of franchise fees and utility taxes paid the City for the review period.

10) Copies of review of any and all documents, reports, and work papers by internal or external auditors which concern the computation or methodology for computing franchise fees and utility taxes paid.

11) Names, addresses, account numbers, and revenue codes of all residential, small commercial, large commercial, and industrial customers.

12) A digital listing of subscriber account information, including account number, complete service address, and the fields that identify the franchise fee flag or identifier.

13) Description of the treatment of the amounts of electricity internally consumed by each utility within facilities located within the City in the computation of the amounts of franchise fees and utility taxes paid the City.

14) Description of the procedures followed by each utility in the event of an annexation within the client jurisdiction. Include the impact of an annexation on the amount of franchise fees and utility taxes paid the City.

15) Whether there are any customers located within the City from which each utility buys power and to which each utility sells power for resale (co-generation)?

16) Explanation of the process of computing franchise fees and utility taxes on meter diversion revenue.

17) A list of any exempted customers from franchise fees and utility taxes computation.

c. Review the work papers and supporting documentation used in the computation of the franchise fee payments.

d. Review and analyze each utility's general ledger and financial statements. Compare and analyze the data for reasonableness, completeness, and accuracy as related to the franchise fee agreement.

e. Identify any excluded revenues from the franchise fee calculation:

f. Review and analyze all of each utility's revenue accounts in detail to:

   1) determine revenues that are to be included or excluded from the franchise fee computations;

   2) review the revenues excluded from the computations, if any, and

   3) determine if they are permitted by the City's agreement

g. Determine if each utility or any of its subsidiaries receives any revenues from customers or third-parties for the use of each utility's facilities located on City's right-of-way authorized by the agreement that are not included in the franchise fee calculation used to determine the payment to the City.

h. Analyze the number of customers reported in the City by rate classification and obtain and review each utility's procedures to code new customers to the proper jurisdictions and the procedures used to address annexations.

i. Obtain and review the list of any exempted customers, if any, from the franchise fee computation.

j. Sample test each utility's billings for completeness and accuracy of franchise fees and utility taxes from customers and verify that all monies collected are submitted to the City.

k. Compare each utility's payments, exclusions, and other computations as related to the franchise fee agreement. Compare the actual payments made to the City for timeliness and accuracy.

l. Review findings with providers and obtain each utility's position on the findings.

m. Prepare a written report with findings that describe and explain the results of our review, potential additional monies due to the City, and any applicable penalties and interest. RDS will schedule a final presentation of these findings with the City.

n. Provide any and all necessary schedules and supporting documents to assist the City in collecting underpaid franchise fees and utility taxes.

REPORTS/DELIVERABLES

Throughout the course of each engagement, RDS will provide the City with monthly reports documenting audit activities undertaken to date. These reports will include the following:

- Accomplishments to date.
- Next-step options and projected timeline for completion.
- Open items needing attention, with identification of the responsible party.
- Updates on any issues requiring City attention.

Upon completion of our review, RDS will provide the City with a written report with findings that describe and explain the results of RDS' review, including:

- An account of the scope and procedures employed in the audit, including the records reviewed and the time periods covered.
- A summary report noting whether each utility has substantively fulfilled its financial obligations in regards to their respective franchise agreements with the City and the extent to which they adhere to the general parameters of the City's ordinance or agreement, and including a summary of any noncompliance items noted during the audit, specifically identifying the areas of noncompliance and the nature of the noncompliance actions including recommended actions.
- A detailed report, in spreadsheet form, itemizing all instances of noncompliance, with a detailed explanation of any resulting payment discrepancies and penalties.
- Draft correspondence to each utility in a format suitable for the City to copy and paste to its letterhead, detailing the findings and making demand for any restitution due the City.
- Upon request by the City, appropriate members of the RDS audit team will be available to present findings and recommendations, negotiate any disputed payment obligations on behalf of the city; and an ongoing basis, to work with the City and each utility to implement findings and recommendations to improve compliance going forward.

PROJECT IMPLEMENTATION

Proposed Timetable:

The actual start date and time to completion for any given engagement will depend to some extent on the timely cooperation of the taxpayer to be audited, including timeliness of source document provision, response to inquiries, and quality and completeness of data provided; as well as the complexity of the audit itself and the time required to resolve any issues that the taxpayer may raise regarding the results reported.

With this in mind, the following is our suggested project timeline:

Commence work:	Within 30 working days of a fully executed agreement and the required letter of authorization and other documents from the City.
Review payment history:	Within 10 working days of receipt of necessary data from the utility and the City.

Throughout the project, we will provide the City with progress reports as applicable. Upon completion of each audit, we will issue a draft report to the City noting the findings. After the City's review and approval, we will issue the final report to the utility.

Time and resources City staff should schedule for this process:

We do not anticipate requiring more than a few hours each month from City staff to meet, either in person, or by telephone conference, to:

a. Provide direction as to the City's preferences and goals so that we may develop a more detailed overall strategic plan and schedule of services for approval by the City,

b. Discuss results and recommendations as these are developed and reported,

c. Verify that RDS is acting as a consultant for the City, where this may help to obtain more timely or effective cooperation from the telecommunication license taxpayer,

d. Provide in standard digital format, relevant records of payments from each telecommunication license taxpayer to the City, for as many years as possible,

e. Exercise promptly, and to the fullest, the City's powers to collect payments lawfully due as a result of completed audits, in order that both the City and RDS can receive our respective portion of any undisputed findings.

RDS UTILITY AUDIT TEAM

RDS' proposed team of qualified and experienced tax attorneys, CPA's, tax examiners, and audit specialists is devoted specifically to auditing utility taxpayers for local utility tax and franchise fee compliance. The individuals named below work together continually on utility audit projects, and have been responsible for the success of many of the recent projects listed in our references, below.

Jonathan V. Gerth, Esq. VP of Audit	Jonathan manages our Audit Division, and will have overall responsibility for implementation and successful completion of the auditing services for this contract. Jonathan's professional background provides successful experience representing diverse services in legal, business and accounting environments; including federal and local governmental functions, advanced federal, state and local tax compliance and preparation, tax controversy, tax accounting, litigation, regulatory and statutory compliance, and alternative dispute resolution. He began his career as a tax attorney for Internal Revenue Service's Division of Chief Counsel and Compliance in Dallas, Texas where he conducted compliance audits, provided legal support for federal tax examinations, and conducted federal tax appeals in both administrative and federal court forums. In 2010, he joined RDS, and has since performed a wide range of legal and tax functions in the Audit department consisting of regulatory compliance initiatives and reforms in audit, assessment and collection practices, external litigation support, and legal support and analysis on compliance audits in the areas of direct and indirect transactional taxes, utility franchises, license & privilege taxes, revenue sourcing & apportionment, constitutionality of governmental tax systems & levies, taxation of interstate commerce, and advanced nexus and due process concerns. Jonathan has a master's degree in tax accounting from Spring Hill College (2002), and a law degree (J.D.) from Thomas Goode Jones School of Law in 2006 where he concentrated in the area of taxation. Jonathan is an actively licensed attorney, and a member of the Tax Section of the Alabama State Bar & Alabama League of Municipal Attorneys. He has also served as the administrative law judge presiding over tax appeals for all RDS represented local governments' transactional taxes in Alabama

	since 2010.
John C. Thrasher III, CPA AVP Audit Operations	John is responsible for the day to day direction, implementation, and development of the Audit Division. John has more than 20 years of professional accounting, tax and consulting experience. Prior to joining the company, John was founder and managing member of a full service accounting and consulting firm that focused on growing small to mid-sized privately held businesses. John began his career in public accounting, serving as a Manager in the assurance practice of Ernst and Young, and later as Senior Manager in the assurance practice of PricewaterhouseCoopers. John's extensive experience in the areas of audit and state and local taxes provides for a solid management foundation for our Audit Division. John has a BS degree in Business Administration from the University of Alabama at Birmingham and is a licensed Certified Public Accountant (CPA) in the state of Alabama. He is a member of the American Institute of Certified Public Accountants (AICPA) and the Alabama State Society of Public Accountants (ASCPA).
Tim Hunter, CRE Audit Manager	Tim oversees audit operations for all national Utility Tax clients. Tim has been with our Birmingham office since 2009, and has developed a specialty practice within the company working on Utility Tax engagements. The franchise and utility audits span industries such as telecommunications, cable, electricity, solid waste and natural gas. An auditing professional with extensive knowledge of sales tax, consumer's use tax, utility license taxes, franchise fees, testing methodology, and evaluation of company internal controls, Tim has built a wide array of resources and knowledge specific to each industry, which has been pivotal in developing audit issues for our clients. Some of Tim's franchise fee audit clients include: Wilmington DE, Gardena CA, Arlington TX, Tulsa, OK, Bartlesville OK, Covington WA, Atlanta, GA, Houston, TX and all RDS jurisdictions in Alabama. *Education:* Tim received his BBA from the University of Montevallo with a concentration in Finance, and is a Certified Revenue Examiner

Gary Grace, CRE Audit Manager	Gary joined the company in 2008. His utility experience includes 32 years with various AT&T and Bell System companies. It is this experience, understanding and perspective that give him an edge in directing compliance audits of large utility companies. Gary performs audits and manages groups of auditors performing audits in the areas of utility taxes, and franchise fees. Since joining RDS, Gary has both performed and directed a staff of analysts and auditors in performing compliance reviews in all areas of municipal utility taxes generating tens of millions of additional local taxes.. *Education:* BS in Engineering, Univ. of Tennessee, Knoxville, TN and MBA, Georgia State Univ., Atlanta. Gary is a Certified Revenue Examiner.
Tim Olson Senior Auditor	Tim has over 20 years of finance and audit related experience. Tim is responsible for monitoring, detection and documentation of noncompliance errors/omissions resulting from utility users tax compliance reviews with the Telecommunications Industry. He interfaces with the telecomm service providers and individual end users to determine whether there is non-compliance with local utility users' tax ordinances. *Education:* BA in Business Administration, California State University San Bernardino.
Additional Auditors **[**Available as needed, depending on schedule of audit engagements to be performed]	We currently employ more than 75 experienced and highly qualified Certified Revenue Examiners, Certified Tax Examiners, Certified Public Accountants and Tax Attorneys serving as tax compliance auditors and advocates and who travel throughout the United States on behalf of our governmental clients. We hold our team accountable for ascertaining and assessing the proper amount of tax revenues at the lowest possible cost to our client. Multiple layers of management, supervision, mentoring, and review of finished work products support the work of each of our field auditors, and ensure that all of our processes, findings, and documentation are accurate and representative of the highest professional standards.

REFERENCES

The following are references for some of the franchise fee and utility tax audit projects we have performed in recent years. All of the references included auditing utilities operating within our client's jurisdiction to ensure compliant filing and payment of utility taxes or franchise fees.

City of Palm Springs
Geoffrey S. Kiehl, Director of Finance and Treasurer
3200 E. Tahquitz Canyon Way
Palm Springs, CA 92263-2743
Phone: (760) 323-8221
Email: Geoffrey.Kiehl@palmspringsca.gov
Audited the City's largest cable provider for compliance with franchise fee remittances and determined that provider was excluding revenues from gross receipts subject to the fee resulting in over $200,000 in underreported franchise fees.

City of Covington
Rob Hendrickson, Finance Director
16720 SE 271st Street, Suite 100
Covington, WA 98042-4964
Phone: (253) 480-2420
Email: rhendrickson@covingtonwa.gov
Audited the City's sole provider of cable service. The audit discovered that the cable provider was excluding revenue from the franchise fee calculation, underreporting nonsubscriber revenue, and miscoding active cable subscriber accounts. Our audits have resulted in over $38,037 of new revenue for the City.

City of Tulsa
Stan Jones, Treasury Division Manager
175 E. 2nd Street
Tulsa, OK 74103
Phone: (918) 596-7632
Email: rsjones@cityoftulsa.org
Audited the City's largest natural gas provider and determined that various techniques and applications were being implemented by the provider contrary to State and local law that allowed for the exclusion of gross revenues from the franchise fee that were improper. The audit resulted in over $600,000 in past due fees.

City of Bartlesville
Mike Bailey, CPA, Administrative Director/CFO
401 South Johnstone Ave.,
Bartlesville, OK 74003
Phone: 918-338-4222
Email: mlbailey@cityofbartlesville.org
Audited a natural gas provider and an electricity provider who service around 30,000 customers. These providers were found to have underreported over $40,000 in franchise fees that were attributable to miscoded customer addresses and excluded revenue accounts.

City of Wilmington
Earl Jeter, CPA - City Auditor
Louis L. Redding City/County Building
800 French Street,
Wilmington, DE 19801-3537
Phone: 302.576.2166
Email: etjeter@WilmingtonDE.gov
Audited a cable provider who services over 37,000 customers within the City. The audit findings were attributable to the cable provider excluding revenue from the calculation of gross receipts, inconsistent treatment of bad debt write-offs, and miscoding active cable subscriber accounts. Our audits have resulted in over $53,000 of new revenue to the City.

City of Houston
Kelly Dowe, Director of Finance
611 Walker Street, 10th Floor,
Houston, TX 77002
Phone: 713.247.2200
Email: kely.dowe@houstontx.net
Performed Franchise Fee review services for telecommunications, electric, natural gas, and sales and use tax audit, analysis and reporting. The project is still underway, and includes multiple audits of certificated telecommunication providers and city's largest electric provider.

City of Lubbock
Linda Cuellar, Interim Director of Finance
1625 13th Street
Lubbock, TX 79401
Phone: 806-775-3253
Email: lcuellar@mylubbock.us
Audited cable, natural gas, electricity and telecommunications providers who were found to have underreported over $800,000 in franchise fees to the City. Multiple reporting errors were

discovered including underreported access lines related to telecom services, and the exclusion of certain revenue accounts from the franchise fee calculation.

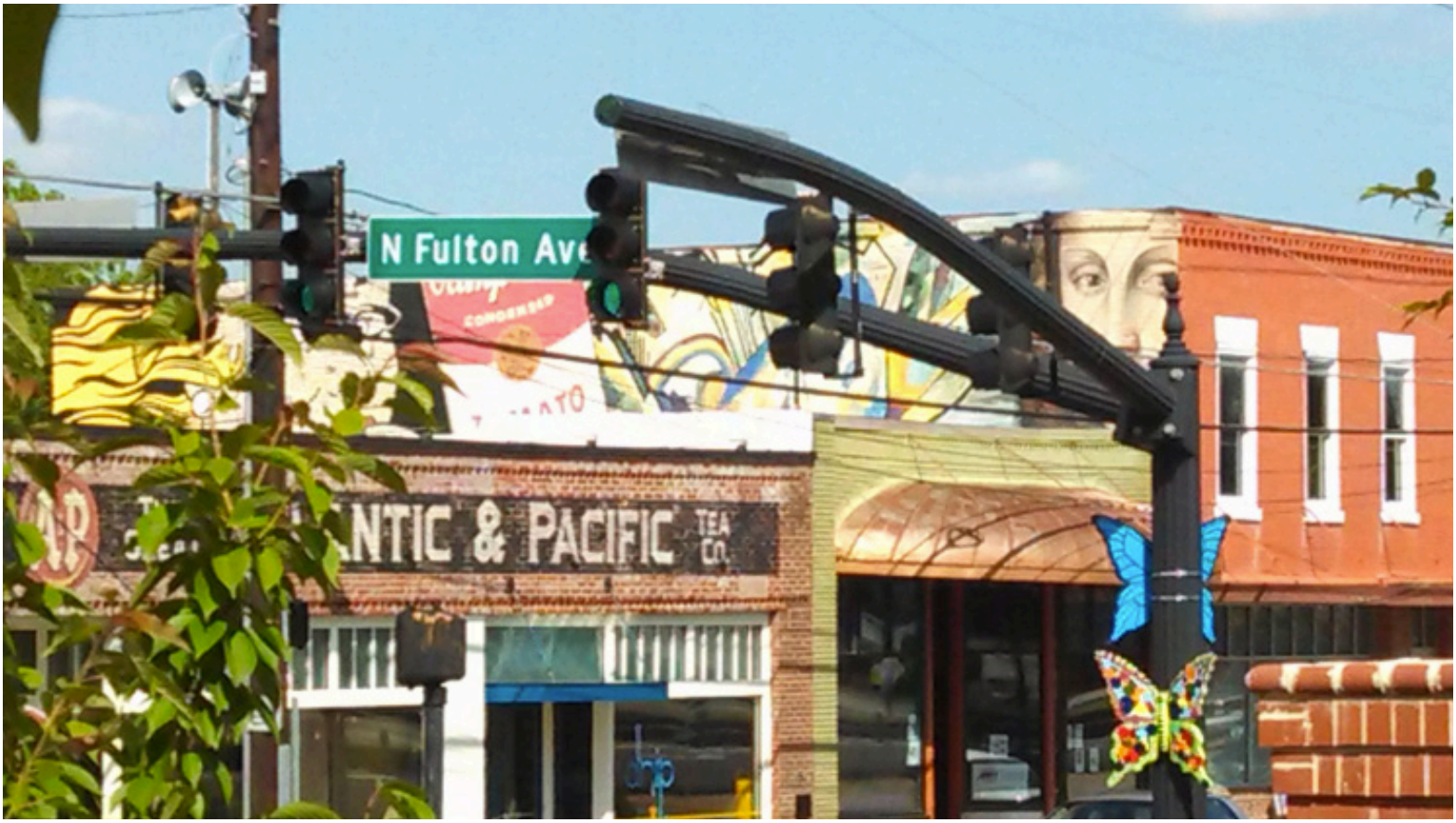
City of Arlington
Ethan Klos, Treasury Manager
101 W. Abram Street,
Arlington, TX 76010
Phone: 817.459.6303
Email: ethan.klos@arlingtontx.gov
Audited cable, natural gas, telecommunications and electric utilities serving over 300,000 customers within the City. Multiple reporting errors were discovered during the review of records. The main reporting errors were the exclusion of certain revenue and gross receipts from the franchise fee calculation, miscoded customer addresses and underreported access lines. These audits resulted in over $400,000 in underreported franchise fees found for the City.

City of Vancouver
Christine Smith, Internal Auditor and Project Coordinator
610 Esther Street,
Vancouver, WA 98668
Phone: 360.487.8441
Email: Christine.smith@cityofvancouver.us
Audited Utility Users Tax (UUT) taxes collected by the City's telecommunications providers from their customers and found nearly $1 million for the City from providers who had failed to remit a large portion of the tax.

COST PROPOSAL

As compensation for performing the franchise fee and utility tax audit services described in this proposal, RDS will invoice the City at the rate of **$125.00 per hour**, with a maximum of **$17,500.00** for the initial audit, which will include the most recent two completed fiscal years per company/utility audited.

The City may authorize RDS to audit prior years at the rate of **$3,500.00** per year audited.



City of Hapeville

5 Year Information Technology Plan

William Whitson
City Manager
City of Hapeville
3468 N. Fulton Avenue
Hapeville, GA 30354

September 2016

Liberty Technology

1891 Hapeville GEORGIA

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EXECUTIVE SUMMARY

At the request of the City of Hapeville (the City), Liberty Technology (Liberty) is pleased to present the following five (5)-year comprehensive plan (the Plan) to greatly improve the City's connectivity across all communication platforms.

Based on Liberty's assessment of the City's needs, we have prioritized the needed capital improvements to build upon each other as follows:

Year 1 – Core Infrastructure Improvements and Security System Modernization: The Plan begins with replacement of aging servers and other network infrastructure to support further improvements. This includes initiation of a program of replacement of all PCs and laptops over the 5-year period and installation of a reliable backup system. Infrastructure replacements will be followed by a review of the City's internet service provider and fiber connectivity, migration to web-based email, and coding to streamline OpenGov data entry. Simultaneous to infrastructure replacements and dependent upon the replacements, the City will replace and upgrade security cameras at strategic locations throughout the City.

Year 2 – Communications Transformation Improvements and Security System Modernization: Once the basic infrastructure has been addressed, Liberty will replace the City's municipal wireless and telephony systems, as well as introducing intranet service. The expansion of the security camera network and program of PC and laptop replacement will continue.

Year 3 – Continued Security System Modernization: In the third year, Liberty will continue to address security issues by finalizing the installation of a state-of-the-art camera system and carry out any required upgrades to the system, as well as controlling access to all City buildings. The program of PC and laptop replacement will continue.

Year 4 – Cellular Communications Improvements: Liberty will now consolidate cellular voice and data service to streamline communications and minimize costs. The program of PC and laptop replacement will continue.

Year 5 – Cable Management Improvements and Systems Review, Evaluation, and Replacement Planning: In the final year of the Plan, Liberty will address cable management to facilitate troubleshooting and minimize downtime. The program of PC and laptop replacement will be complete by the end of year 5.

Due to the nature of continuously advancing technology, as well as life cycles of equipment, the Plan should be considered as a guide for prioritizing investment, and not as a fixed directive on purchases. Liberty will continue to work with the City to identify the most advantageous opportunities to enhance service delivery to its citizens, balancing costs with Objectives & Benefits.

YEAR 1 – CORE INFRASTRUCTURE IMPROVEMENTS AND SECURITY SYSTEM MODERNIZATION

1. Replace all Windows 2003 and 2008 servers

Everything the City does for the community is housed in their servers. The existing servers are all at least five years old and a mix of brands. Ten servers are running either Windows Server 2003, for which support ended in 2015, or Windows Server 2008, which is already in extended support.

> **Goals:** Liberty will consolidate and refresh server infrastructure to a new, more flexible and scalable virtual platform.
>
> **Objectives & Benefits:** Virtualizing the server infrastructure allows for greater flexibility and more efficient allocation of resources, as well as minimizing the need to purchase additional server hardware outside of normal refresh schedules.

2. Migrate email to Office 365

The City's email is currently housed internally, which creates a single point of failure. If the email server goes down, email capability and data are lost.

> **Goals:** Liberty will migrate the City's email to Microsoft Office 365.
>
> **Objectives & Benefits:** This web-based platform eliminates single-point failure, allows improved accessibility for uses, and ensures uninterrupted access, even in the event of a general, local internet outage.

3. Update network infrastructure

Reliability is key to the City's functioning productively to provide services to its citizens. The suggested replacement window for network infrastructure is five years, whereas the City's last update was around seven years ago. As physical components age, the likelihood of failure increases.

> **Goals:** Liberty will replace aging Cisco hardware with up-to-date Cisco Meraki hardware.
>
> **Objectives & Benefits:** Updated hardware will improve reliability throughout the system, provide complete control over the network, and offer insight into usage and security threats with user-friendly data management and analytic tools.

4. Conduct service review of Internet Service Provider (ISP) and fiber connectivity

Currently, the City utilizes a T-1 and wireless point-to-point solution with a download speed of approximately 3 Mbps, which is rapidly becoming inadequate for the City's growing needs. In addition, there is an immediate need for fiber connectivity to support the City's expansion plans for security surveillance cameras to protect the safety of the citizens and businesses within the community.

Goals: Liberty will conduct a review of existing ISP offerings to secure a faster, more economical ISP and begin installation of City owned approximately 8.5-mile fiber loop to support services

Objectives & Benefits: Increasing download speed to a target of approximately 20 Mbps will boost productivity and efficiency at a lower cost than the City is currently paying. The goal is to migrate the City to state-of-the-art fiber connectivity and offer dedicated internet to City locations.

5. Upgrade and expand municipal camera system

The City has 8 security cameras located around Hapeville that provide video information and evidence to the Hapeville Police Department in the matters of crime, vehicle accidents, and crowd monitoring. The existing coverage is limited and implementation is dependent on infrastructure and fiber connectivity improvements.

Goals: Liberty will install up to 20 additional higher-resolution cameras during the implementation period of the IT Plan to provide increased coverage and functionality to the City.

Objectives & Benefits: The Plan will make it possible for fewer officers to monitor larger areas of the City, thereby facilitating faster response times to crimes and accidents. City employees can make use of enhanced video analysis capabilities to identify added or removed items from the field for evidence gathering; detect suspicious activities within crowds; read license plates; and gather data, such as programming the system to count the number of persons who pass in and out of a camera's view. Independently conducted research on surveillance has shown reductions in crime ranging from 23 to 51 percent, depending on location. Finally, the improved camera system will create a potential new revenue stream for the City to offer security coverage to local businesses.

6. Install backup solutions

The City is now relying on an undersized NetApp Network-Attached Storage (NAS) system with inadequate storage to back up all the City's servers. In addition, initial setup of the previous backup software was incorrect, with no real recovery point objective (RPO) or recovery time objective (RTO) defined. These parameters are measures of the duration of time and service level within which business processes must be restored after a disaster in order to avoid unacceptable consequences associated with a break in continuity.

Goals: Liberty will install a new, 20-terabyte ioSafe NAS unit with Veeam backup and replication.

Objectives & Benefits: In the event of a server crash, the NAS unit will provide a safe and secure data storage safety net, as well as properly defining RPO and RTO.

7. InCode to OpenGov integration

Presently, the City is not able to use OpenGov effectively to show budget and financial data models to the public. There are misalignments between Chart of Accounts information in InCode and Chart of Accounts information in OpenGov. Matching information between the systems requires significant manual review and input. This method is time-consuming, delays fully functional launch, and presents greater risk of incorrect data entry, due to human error.

> **Goals:** Liberty will utilize a third-party solution, KHA Intelligence, to integrate InCode and OpenGov and automate the extraction of data from Incode to OpenGov.
>
> **Objectives & Benefits:** Automated entries eliminate the need for manual entry of data, thereby reducing the risk of errors in presentations of budgeting information, expediting release of new information, and saving staff time and money.

8. Initiate 5-year program to replace PCs and laptops

The City currently operates with a collection of mostly refurbished Dell computers, purchased between 2009 and 2012. Aged hardware affects employee productivity in the form of slower response times, increasing likelihood of component failure, and longer repair times due to the difficulty in acquiring obsolete parts. Manufacturer warranties extend no further than 5 years, so repair costs are maximized.

> **Goals:** Liberty will replace between 20 and 33 percent of desktops and laptops each year of the plan, ensuring 100 percent replacement before the conclusion of the Plan.
>
> **Objectives & Benefits:** New hardware offers many Objectives & Benefits, including 3-year manufacturers' warranties, increased reliability, reduced likelihood of failures, greater processing speed, additional RAM, and up-to-date software – all of which will increase employee productivity.

YEAR 2 – COMMUNICATIONS TRANSFORMATION IMPROVEMENTS AND SECURITY SYSTEM MODERNIZATION

1. Replace and refresh municipal wireless

The City's current municipal wireless network was installed in 2009, for which the City receives a small, annual commission from Brightlan, the ISP. However, the City had been paying more than the entire annual commission in fees each month to VC3 for monitoring the network. Cancellation of VC3's wireless mesh maintenance was requested June 2016.

> **Goals:** Liberty will replace the existing wireless mesh network with modern Cisco Meraki wireless technology and build network management into the existing IT support contract.

Objectives & Benefits: The new network will save the City approximately $700 per month in fees. In addition to providing faster service and greater coverage, this Plan will create a new revenue stream by allowing the City to self-bill for internet service to residents, businesses, and visitors.

2. Continue fiber network installations and improvements.

It is anticipated that the City installation of an approximately 8.5-mile fiber loop will occur over multiple years with the amount of fiber installed annually dependent on municipal fiscal conditions. There is an immediate need for fiber connectivity to support the City's expansion plans for security surveillance cameras to protect the safety of the citizens and businesses within the community.

Goals: Liberty will continue overseeing the installation of a City owned approximately 8.5-mile fiber loop to support services, including security surveillance cameras for public safety.

Objectives & Benefits: The expected outcome is to migrate the City to state-of-the-art fiber connectivity and offer dedicated internet to City locations over which the City will have control and not be carrier dependent.

3. Continue upgrade and expansion of municipal camera system

As determined by previous year's results, the City will continue with upgrade and expansion of the present 8 security camera network located around Hapeville that provides video information and evidence to the Hapeville Police Department in the matters of crime, vehicle accidents, and crowd monitoring. The existing coverage is limited and implementation is dependent on infrastructure and fiber connectivity improvements.

Goals: Liberty will install up to 20 additional higher-resolution cameras during the implementation period of the IT Plan to provide increased coverage and functionality to the City.

Objectives & Benefits: The Plan will make it possible for fewer officers to monitor larger areas of the City, thereby facilitating faster response times to crimes and accidents. City employees can make use of enhanced video analysis capabilities to identify added or removed items from the field for evidence gathering; detect suspicious activities within crowds; read license plates; and gather data, such as programming the system to count the number of persons who pass in and out of a camera's view. Independently conducted research on surveillance has shown reductions in crime ranging from 23 to 51 percent, depending on location. Finally, the improved camera system will create a potential new revenue stream for the City to offer security coverage to local businesses.

4. Replace phone system

Telephony has come a long way since the City installed their current phone system hardware around 2006. The City's equipment has reached end-of-life from the manufacturer, which means it no longer

has upgrade support. The Cisco Call Manager software that the City is utilizing is running on Windows 2000 software, which makes it slow and cumbersome to make needed changes.

Goals: Liberty will install a new Cisco Business Edition 6000 phone system. This cost-effective solution can be implemented while leveraging existing handsets to phase in the update. As old handsets stop functioning, newer phones with additional features can be installed.

Objectives & Benefits: Along with greater reliability and access to vendor technical support, the system supports state-of-the-art communications software (Jabber, Spark, WebEx) that enables new ways to maximize connectivity with employees, residents, and vendors.

5. Introduce City Intranet

The current environment offers no cohesive document management, business planning, or information dissemination system within City departments or between the City and employees.

Goals: Liberty will introduce intranet service to encompass all City departments.

Objectives & Benefits: Intranet service will improve staff collaboration, increase compliance, centralize event management, and enable surveys, feedback, and employee polls. Intranet enables a clearer view of events, meetings, and outstanding tasks, as well as quick access to programs and documents, thus streamlining the business process and increasing productivity.

6. Continue program of PC and laptop replacement

Goals: During year 2, Liberty will replace an additional 20 to 33 percent of the total outdated desktops and laptops at the beginning of year 1.

Objectives & Benefits: New hardware offers many Objectives & Benefits, including 3-year manufacturers' warranties, increased reliability, reduced likelihood of failures, greater processing speed, additional RAM, and up-to-date software – all of which will increase employee productivity.

YEAR 3 – CONTINUED SECURITY SYSTEM MODERNIZATION

1. Continue upgrade and expansion of municipal camera system

As determined by previous year's results, the City will continue with upgrade and expansion of the present 8 security camera network located around Hapeville that provides video information and evidence to the Hapeville Police Department in the matters of crime, vehicle accidents, and crowd monitoring. The existing coverage is limited and implementation is dependent on infrastructure and fiber connectivity improvements.

Goals: Liberty will install up to 20 additional higher-resolution cameras to provide increased coverage and functionality to the City.

Objectives & Benefits: The Plan will make it possible for fewer officers to monitor larger areas of the City, thereby facilitating faster response times to crimes and accidents. City employees can make use of enhanced video analysis capabilities to identify added or removed items from the field for evidence gathering; detect suspicious activities within crowds; read license plates; and gather data, such as programming the system to count the number of persons who pass in and out of a camera's view. Independently conducted research on surveillance has shown reductions in crime ranging from 23 to 51 percent, depending on location. Finally, the improved camera system will create a potential new revenue stream for the City to offer security coverage to local businesses.

2. Continue fiber network installations and improvements.

It is anticipated that the City installation of an approximately 8.5-mile fiber loop will occur over multiple years with the amount of fiber installed annually dependent on municipal fiscal conditions. There is an immediate need for fiber connectivity to support the City's expansion plans for security surveillance cameras to protect the safety of the citizens and businesses within the community.

Goals: Liberty will continue overseeing the installation of a City owned approximately 8.5-mile fiber loop to support services, including security surveillance cameras for public safety.

Objectives & Benefits: The expected outcome is to migrate the City to state-of-the-art fiber connectivity and offer dedicated internet to City locations over which the City will have control and not be carrier dependent.

3. Control access

Both physical and information security can be improved with better access control of City buildings. All buildings are currently accessed using traditional keys. This system requires someone to be responsible for physically locking all doors, and there is no way to determine who is entering the buildings or when.

Goals: Liberty will provide security solutions for all City buildings by installing a card key access system, using electromagnetic lock or maglock technology linked to control software.

Objectives & Benefits: The maglocks, managed with control software, automatically lock and unlock buildings for employee and public access during business hours. The system further allows the City to lock down physical access to individual or all City locations from a central security console in the event of an emergency situation. Card keys are assigned to employees and track the time and identity of employees who enter and leave buildings during non-business hours.

4. Continue program of PC and laptop replacement

Goals: During Year 3, Liberty will replace an additional 20 to 33 percent of the total outdated desktops and laptops at the beginning of Year 1.

Objectives & Benefits: New hardware offers many Objectives & Benefits, including 3-year manufacturers' warranties, increased reliability, reduced likelihood of failures, greater processing speed, additional RAM, and up-to-date software – all of which will increase employee productivity.

YEAR 4 – CELLULAR COMMUNICATIONS IMPROVEMENTS

1. Cellular service provider review

The City has current contracts with Sprint for data and Verizon for voice.

Goals: Liberty will move all cellular traffic to a single carrier when the current contracts have expired.

Objectives & Benefits: Consolidation of services should provide an economy of scale to reduce overall cost; plus, cellular providers often provide cost and/or service incentives upon switching. The City's proximity to Hartsfield-Jackson International Airport ensures that all major carriers can be considered, with zero loss of service.

2. Continue program of PC and laptop replacement

Goals: During Year 4, Liberty will replace an additional 20 to 33 percent of the total outdated desktops and laptops at the beginning of Year 1.

Objectives & Benefits: New hardware offers many Objectives & Benefits, including 3-year manufacturers' warranties, increased reliability, reduced likelihood of failures, greater processing speed, additional RAM, and up-to-date software – all of which will increase employee productivity.

YEAR 5 – CABLE MANAGEMENT IMPROVEMENTS AND SYSTEMS REVIEW, EVALUATION, AND REPLACEMENT PLANNING

1. Initiate improved cable management

The City's current cable system is unorganized and complicated, making it difficult to locate needed resources. This creates situations in which simple problems, such as a 5-minute password reset, could turn into a 3-hour network outage, due simply to a poorly designed and documented closet.

Goals: Liberty will install new cable management components and reorganize servers and switches to be easily accessible.

Objectives & Benefits: The improved management system will make troubleshooting faster and easier, minimize accidental removals of the wrong components, and reduce the risk of causing bigger problems.

2. Continue program of PC and laptop replacement

Goals: During Year 5, Liberty will complete the replacement of all outdated desktops and laptops. 100 percent replacement of PCs and laptops will be reached by the completion of the Plan.

Objectives & Benefits: New hardware offers many Objectives & Benefits, including 3-year manufacturers' warranties, increased reliability, reduced likelihood of failures, greater processing speed, additional RAM, and up-to-date software – all of which will increase employee productivity.

PRICING

YEAR 1 COST ESTIMATES			
ITEM	**One Time**	**Ongoing**	**Annual Payment**
Servers	$ 125,000		
Security Surveillance Camera Network & Fiber Connectivity	$ 279,175		
Email	$ 11,000	$ 1,600	$ 108,165
Network	$ 60,000		5 Year Lease Agreement Paid Annually
ISP		$ 1,940	
Backup	$ 5,500		
OpenGov Connectivity	$ 1,500	$ 375	
PC Replace	$ 17,000		
SUBTOTAL	$ 499,175	$ 3,915	$ 108,165
	PURCHASE		LEASE
TOTAL	$503,090		$112,080

YEAR 2 COST ESTIMATES			
ITEM	**One Time**	**Ongoing**	**Annual Payment**
Wifi	$ 112,000		
Security Surveillance Camera Network & Fiber Connectivity	$ 170,000	$ 2,950	
Phones	$ 100,000		$ 90,231
Intranet	$ 6,500	$ 13,560	5 Year Lease Agreement Paid Annually
PC Replace	$ 17,000		
ISP		$ 1,940	
Email		$ 1,600	
OpenGov Connectivity		$ 375	
SUBTOTAL	$ 405,500	$ 20,425	$ 90,231
	PURCHASE		LEASE
TOTAL	$425,925		$110,656

YEAR 3 COST ESTIMATES			
ITEM	**One Time**	**Ongoing**	**Annual Payment**
Security Surveillance Camera Network & Fiber Connectivity	$ 170,000	$ 2,950	
Access Control	$ 30,000		$ 48,345
Intranet		$ 13,560	5 Year Lease Agreement Paid Annually
PC Replace	$ 17,000		
ISP		$ 1,940	
Email		$ 1,600	
OpenGov Connectivity		$ 375	
SUBTOTAL	$ 217,000	$ 20,425	$ 48,345
	PURCHASE		LEASE
TOTAL	$237,425		$68,770

YEAR 4 COST ESTIMATES			
ITEM	**One Time**	**Ongoing**	**Annual Payment**
Security Surveillance Camera Network & Fiber Connectivity		$ 2,950	
Cell Providers	*		$ 4,465
Intranet		$ 13,560	5 Year Lease Agreement Paid Annually
PC Replace	$ 17,000		
ISP		$ 1,940	
Email		$ 1,600	
OpenGov Connectivity		$ 375	
SUBTOTAL	$ 17,000	$ 20,425	$ 4,465
	PURCHASE		LEASE
TOTAL	$37,425		$24,890
* - Costs expected to remain unchanged from City's current annual cost of $37,200 for cellular services			

YEAR 5 COST ESTIMATES			
ITEM	**One Time**	**Ongoing**	**Annual Payment**
Security Surveillance Camera Network & Fiber Connectivity		$ 2,950	
Closet Management	$ 8,000		$ 4,465
Intranet		$ 13,560	5 Year Lease Agreement Paid Annually
PC Replace	$ 17,000		
ISP		$ 1,940	
Email		$ 1,600	
OpenGov Connectivity		$ 375	
SUBTOTAL	$ 25,000	$ 20,425	$ 4,465
	PURCHASE		LEASE
TOTAL	$45,425		$24,890

EXTENDED ALCOHOL ORDINANCE AMENDMENTS

Issue/Provision	Current Hapeville Code	Revised Proposed Ordinance
Chapter 5, Alcohol Beverages, Article 6.3, Growlers, Sec. 5-6.3-2, General Regulations	(j) Temporary Exemption. Nothing within this chapter shall prohibit a licensed growler store from selling beer and wine by the glass, on premises, in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until June 30, 2016 or until the effective date of City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.	(j) Temporary Exemption. Nothing within this chapter shall prohibit a licensed growler store from selling beer and wine by the glass, on premises, in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until December 31, 2016 or until the effective date of the City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.
Chapter 26, Offenses and Miscellaneous Provisions, Article 2, Personal Conduct, Sec. 26-2-20, Brown-bagging	(d) Temporary Exemption. Nothing within this section shall prohibit a licensed establishment from engaging in alcohol related activities in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until June 30, 2016 or until the effective date of City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.	(d) Temporary Exemption. Nothing within this section shall prohibit a licensed establishment from engaging in alcohol related activities in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until December 31, 2016 or until the effective date of the City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.

STATE OF GEORGIA

CITY OF HAPEVILLE

ORDINANCE NO.

AN ORDINANCE TO EXTEND TEMPORARY ALCOHOL RELATED AMENDMENTS WITHIN CHAPTERS 5 AND 26, OF THE CODE OF ORDINANCES FOR THE CITY OF HAPEVILLE, GEORGIA; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, the duly elected governing authority of the City of Hapeville, Georgia (the "City") is the Mayor and Council thereof;

WHEREAS, the Georgia Alcoholic Beverage Code (O.C.G.A. § 3-1-1 et al.) regulates state-wide alcoholic beverage related activities in the State of Georgia;

WHEREAS, Chapter 5, Alcoholic Beverages, and Chapter 26, Offenses and Miscellaneous Provisions, of the City of Hapeville Code of Ordinances, further regulate alcoholic beverage related activities within the City;

WHEREAS, the Mayor and Council are in the process of implementing a comprehensive review of the City's alcohol related regulations with respect the Georgia Alcoholic Beverage Code and the changing needs of the City; and

WHEREAS, the Mayor and Council find it desirable and in the interest of the health, safety, and welfare of the citizens of the City to temporarily amend certain provisions of the City's alcohol ordinances to address the immediate needs of the City while its comprehensive review is underway.

BE IT AND IT IS HEREBY ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF HAPEVILLE, GEORGIA, and by the authority thereof:

Section 1. **That the City Code, Chapter 5, Alcohol Beverages, Article 6.3, Growlers, Sec. 5-6.3-2, General Regulations, is hereby amended by adding a new subsection (j) to read as follows:**

(j) Temporary Exemption. Nothing within this chapter shall prohibit a licensed growler store from selling beer and wine by the glass, on premises, in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until December 31, 2016 or until the effective date of the City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.

Section 2. **That the City Code, Chapter 26, Offenses and Miscellaneous Provisions, Article 2, Personal Conduct, Sec. 26-2-20, Brown-bagging, is hereby amended by adding a new subsection (d) to read as follows:**

(d) Temporary Exemption. Nothing within this section shall prohibit a licensed establishment from engaging in alcohol related activities in a manner which is expressly permitted by the state of Georgia under the Georgia Alcoholic Beverage Code. This exemption shall remain in effect until December 31, 2016 or until the effective date of the City's pending comprehensive update of Chapter 5 of the City's Alcohol Beverages Code, whichever occurs sooner.

Section 3. (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this

Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

Section 4. All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed.

Section 5. Penalties in effect for violations of the Zoning Ordinance of the City of Hapeville at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

Section 6. The effective date of this Ordinance shall be the date of adoption unless otherwise specified herein.

ORDAINED this ____ day of _____, 2016.

CITY OF HAPEVILLE, GEORGIA

_____
ALAN HALLMAN, Mayor

ATTEST:

_____-
JENNIFER ELKINS, City Clerk

APPROVED AS TO FORM:

_____
STEVE FINCHER, City Attorney

1891 Hapeville GEORGIA POLICE DEPARTMENT

TRAFFIC COMMITTEE DISCUSSION AND FINDINGS
Wednesday August 10, 2016
10:58am

In Attendance: Chief R. Glavosek, Lt. W. Hughes, Lt. M. Bradberry, Andrea Boyes, Nikki Rodriguez

Location for Review:

College St. at Atlanta Ave.

Reported Complaint:

Obstructed view when turning from College St. southbound onto Atlanta Ave.

Committee Discussion:

Vehicles parked curbside northbound on Atlanta Avenue in front of townhomes obstructs the view southbound when turning left onto Atlanta Avenue from College Street forcing drivers to move past the stop sign and into the northbound lane to check for clearance. This makes navigation of this corner unsafe. Residents of the townhomes have available parking in the rear of the buildings with two car garages and driveways for each unit and a small additional lot on the far southern end of the building mitigating any inconvenience.

Motion was made by Nikki Rodriguez to create a no parking zone northbound on Atlanta Avenue from Chestnut Street to College Street. All Traffic Committee members voted in favor of motion and presentation to council.

During discussion, additional issue of illegal parking and congestion on College Street due to parking on both side of the street, school traffic and width of the street raised concern for school aged children crossing between cars and emergency traffic navigating the area. Motion was made by Lt. William Hughes to paint curbs emphasizing no parking in westbound lane of College Street from S. Fulton Avenue to Atlanta Avenue. Motion carried 3 to 1.

Location for Review:

Mt. Zion Rd.

Reported Complaint:

High number of speeding vehicles.

Committee Discussion:

A complaint was made with reference to speeders traveling on Mt. Zion Road. Officer Michael Sanders performed a traffic survey noting a slight grade to the roadway and posted speed monitoring signs on a pole at 272 Mt. Zion Road which recorded data for two full days July 23rd and July 24th. The data collected from this study showed 734 vehicles to have driven down Mt. Zion Road with 26.8% traveling at or below the speed limit, 62.8% traveling above the speed limit but within 11mph making the offense non-citable and 10.4% traveling at 11mph or more over the speed limit at a citable speed. It was noted that there are no formal speed limit signs in the Hapeville portion of Mt. Zion Road with the only mention of a speed limit on a posted warning sign near a curve.

Motion was made by Lt. William Hughes to post two formal speed limit signs in two separate areas of Mt. Zion Road with an additional sign cautioning speed monitored by detection devices. Additionally, the speed limit should be lowered from 30mph to 25mph. The area should be evaluated again 60 days after action. All present voted in favor of action.

Location for Review:

Birch St at Lake Drive

Reported Complaint:

Parking on both sides of the street.

Committee Discussion:

A traffic survey was conducted by Lt. Mark Bradberry with reference to parking on both sides of the street which made it difficult for vehicles to navigate and impossible for larger vehicles like ambulances and fire trucks to pass at all. Lt. Bradberry studied two sections of each street studying the length, width and grade of each while factoring in hills and curves. In addition to vehicles being able to pass, there was additional concern for children riding bikes and for pedestrians as their view was often obstructed in areas where cars were parked on both sides of

the street. This was especially so when drivers are forced to move over and in between parked vehicles to allow another vehicle to pass, and then move back over into the roadway.

Motion was made by Lt. Mark Bradberry to restrict parking westbound on both Birch Street and Lake Drive limiting parking to one side of the street only. All present voted in favor.

1891 Hapeville GEORGIA
POLICE DEPARTMENT

Traffic Survey

To: Chief Glavosek
From: Lt M. Bradberry
Date: 06/22/2016
Subject: Birch St/Lake Drive Parking One Side Only

After looking over all the factors regarding Lake Drive and Birch Street I would recommend that we limit parking to one side only. I looked at both streets and came to the same conclusion. I would first like to say that if we had to get a fire truck or ambulance down the street and someone was parked on both sides, it wouldn't be possible. It ca n be tight in spots with my patrol car.

Another problem I found was that the streets have curves making it difficult to see oncoming traffic when cars are parked even on just one side. Both sides would be very difficult.

Another factor is the hills on both streets limit vision when cresting. If you are going in between two cars and topping the hill as another car is oncoming, it makes for a dangerous situation.

The deciding factor for my recommendation was when I observed walkers and noticed how hard it was in some areas to see then until you pass parked cars. As I went around one car and started to move back over I observed a group of children on bikes coming towards me.

Although we can't prevent every close encounter or provide a perfect view all the time, I think having the cars only on one side would create a much safer roadway. With the grades, curves and children, the cars on both sides only add to the potential for an accident. The cars on both sides also limit our ability to respond in a safe manner, if we can fit and respond at all.

700 Doug Davis Dr. Hapeville, GA 30354 Phone - (404) 669-2100 Fax - (404) 669-2156

Sec. 41-5-1. - Parking on narrow streets.

(a)

The city traffic engineer, after approval of the mayor and council, is hereby authorized to erect signs indicating no parking upon any street when the width of the roadway does not exceed 20 feet, or upon one side of a street as indicated by such signs when the width of the roadway does not exceed 30 feet.

(b)

When official signs prohibiting parking are erected upon narrow streets as authorized herein, no person shall park a vehicle upon any such street in violation of any such sign.

(Code 1981, § 10-1-51)

Traffic Survey for Lake Drive

Hapeville, Georgia

This survey encompasses two sections of Lake Drive within the City of Hapeville, Fulton County, Georgia.

First section:

Lake Drive from Jackson Street to Old Jonesboro Road 1,334 feet in length

This section of road measures 24 feet wide from curb to curb.

The roadway runs East and West, has a slight grade, and Curves Northeast as it approaches Old Jonesboro Road.

During a period from May 13, 2016 to May 16. 2016 the Speed Shield Traffic sign was place on a utility pole located near 522 Lake Drive. It measured a total of 395 vehicles with an average speed of 16.2 MPH.

Second section:

Lake Drive from Old Jonesboro Road to Oak Drive 1,148 feet in length

This section of road measures 26 feet 10 inches at Old Jonesboro Road and 25 feet 3 inches at Oak Drive.

The roadway runs Northeast and Southwest, has a slight grade, and curves North from Logan Place to Oak Drive.

During a period from May 16, 2016 to May 22. 2016 the Speed Shield Traffic sign was place on a utility pole located near 395 Lake Drive. It measured a total of 123 vehicles with an average speed of 15.2 MPH.

Traffic Survey for Birch Street

Hapeville, Georgia

This survey encompasses two sections of Birch Street within the City of Hapeville, Fulton County, Georgia.

First section:

Birch Street from Grove Circle to Old Jonesboro Road 539 feet in length

This section of road measures 26 feet wide from curb to curb.

The roadway runs East and West, is straight and level.

This section of roadway did not provide a location to mount the Speed sign.

Second section:

Birch Street from Old Jonesboro Road to Forest Hills Drive 1,519 feet in length

This section of road measures 26 feet at Old Jonesboro Road and 25 feet 6 inches at Forest Hills Drive.

The roadway runs East and West, has a slight grade, and is straight.

During a period from May 23, 2016 to May 29. 2016 the Speed Shield Traffic sign was place on a utility pole located near 252 Birch Street. It measured a total of 592 vehicles with an average speed of 18.6 MPH.

Maps

NORTH

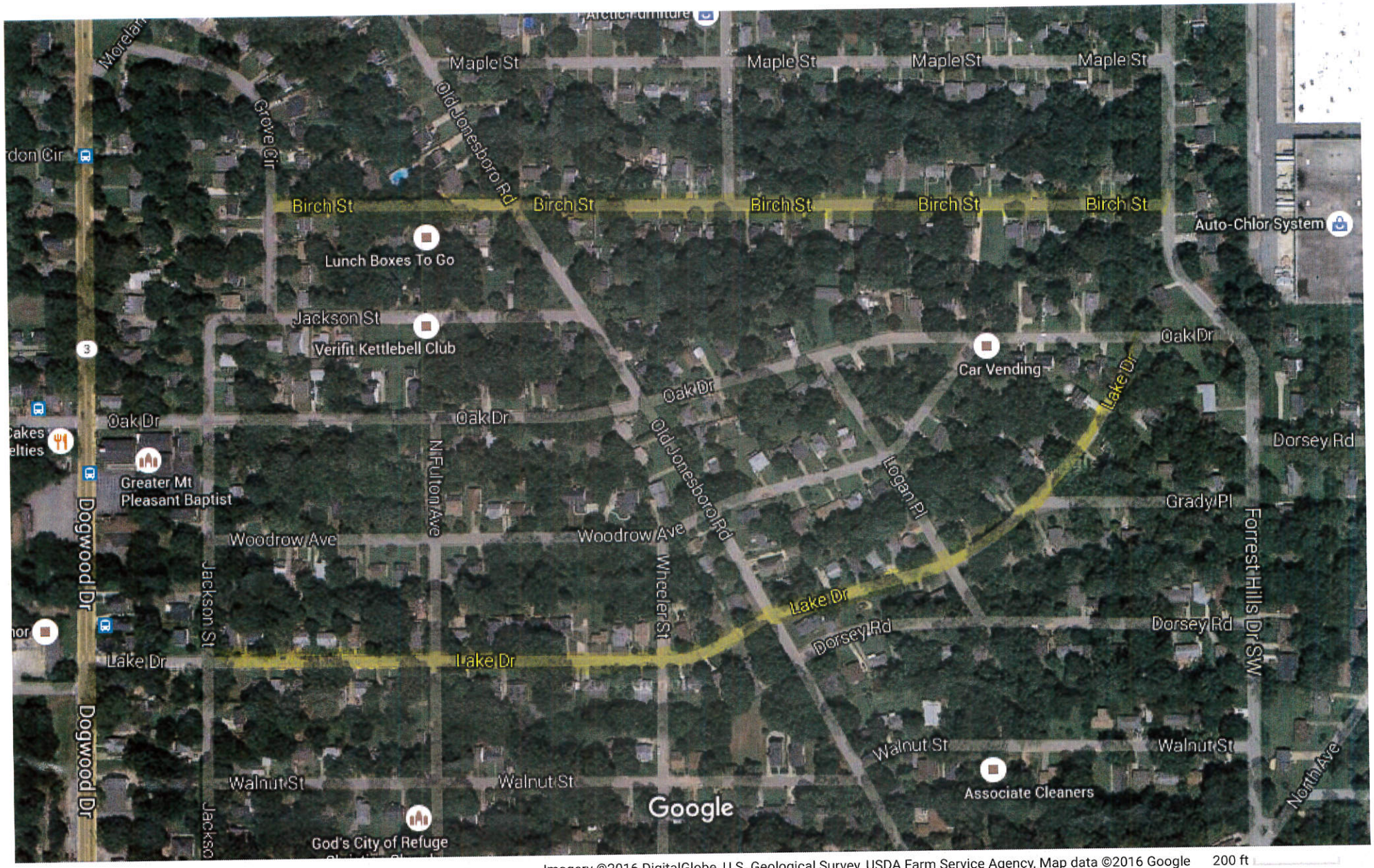
Verifit Kettlebell Club
Jackson St
Oak Dr
Oak Dr
Old Jonesboro Rd
Logan Pl
Lake Dr
Dorsey Rd
Grady Pl
Forrest Hills Dr SW
N Fulton Ave
Woodrow Ave
Woodrow Ave
Jackson St
Lake Dr
Lake Dr
Dorsey Rd
Dorsey Rd
WEST BOUND
WEST BOUND
Walnut St
Associate Cleaners
Walnut St
Walnut St
God's City of Refuge Christian Church...
Walnut St

Maps

NORTH

Arctic Furniture
Maple St
Maple St
Maple St
Maple St
Maple St
5th St
WEST BOUND
WEST BOUND
Birch St
Lunch Boxes To Go
Birch St
Birch St
Birch St
Birch St
Verifit Kettlebell Club
Jackson St
Jackson St
Oak Dr
Oak Dr
Oak Dr
Oak Dr
Lake Dr

Google Maps



Imagery ©2016 DigitalGlobe, U.S. Geological Survey, USDA Farm Service Agency, Map data ©2016 Google 200 ft

Google Maps

Lake Dr

522 Lake Drive, Speed Sign Measured 395 vehicles with an Average Speed of 16.2 MPH from 05/13/16 - 05/16/16

Image capture: Feb 2016 © 2016 Google

Hapeville, Georgia

Street View - Feb 2016

Google Maps

Birch St

252 Birch Street Speed Sign measured 592 vehicles with an average speed of 18.6 MPH from 05/23/16 - 05/29/16

Image capture: Feb 2016 © 2016 Google

Google Maps

Lake Dr

Lake Drive @ Old Jonesboro Road 24' from curb to curb

Image capture: Apr 2012 © 2016 Google

Hapeville, Georgia

Street View - Apr 2012

Google Maps

Lake Dr

Lake Drive @ Jackson Street 24' from Curb to Curb

Image capture: Feb 2016 © 2016 Google

Hapeville, Georgia

Street View - Feb 2016

Google Maps

Lake Dr

395 Lake Drive Speed Sign measured 123 vehicles with an average speed of 15.2 MPH from 05/16/16 - 05/22/16

Image capture: Feb 2016 © 2016 Google

Google Maps

Lake Dr

Lake Drive at Old Jonesboro Road 26'10" from curb to curb

Image capture: Feb 2016 © 2016 Google

Google Maps

Lake Dr

Lake Drive at Oak Drive 25' 3" curb to curb

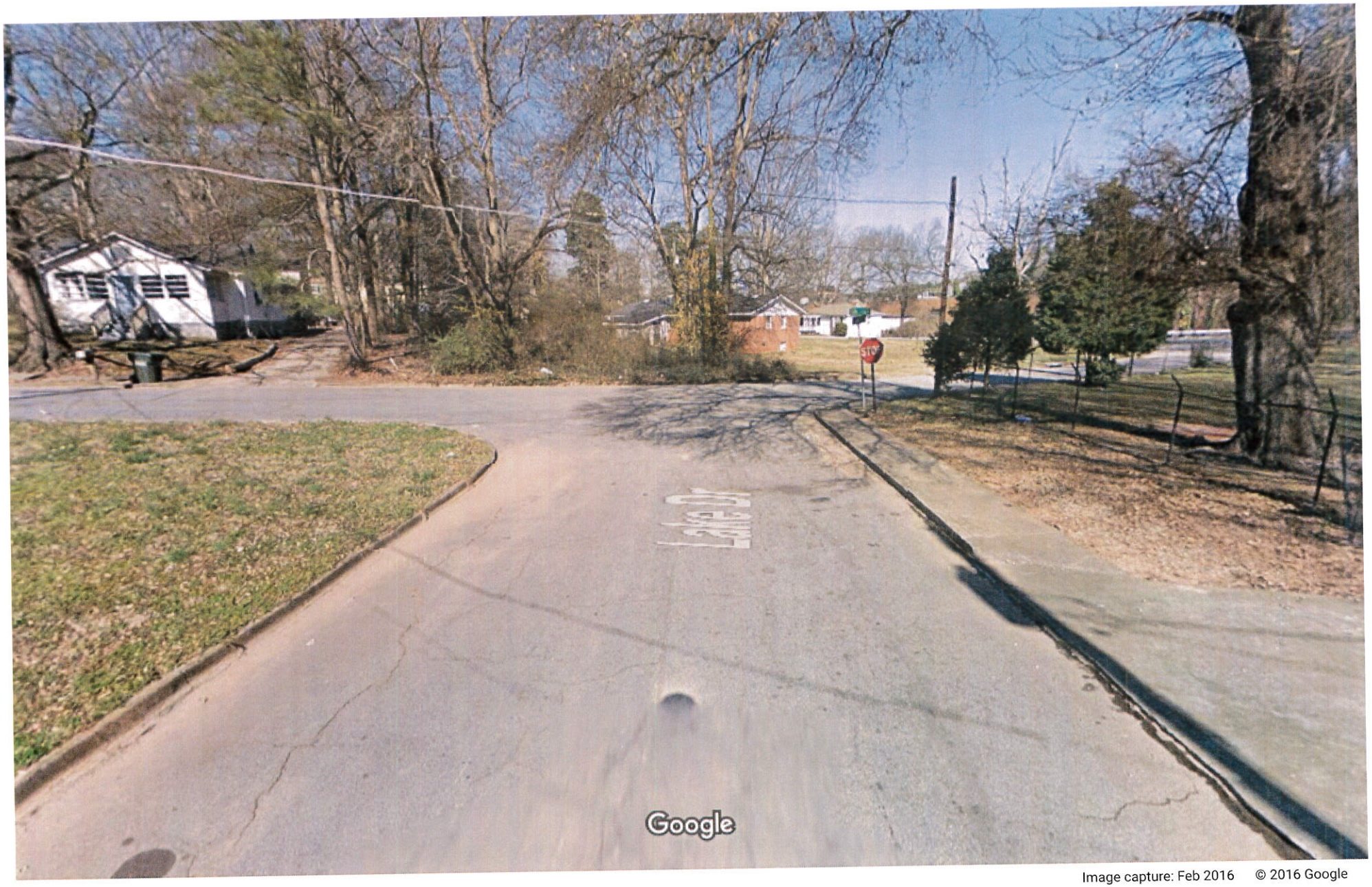


Image capture: Feb 2016 © 2016 Google

Google Maps

Birch St

Birch Street at Grove Circle 26' wide curb to curb

Image capture: Feb 2016 © 2016 Google

Google Maps

Birch St

Birch Street at Old Jonesboro Road 26' wide curb to curb

Image capture: Feb 2016 © 2016 Google

Google Maps

Birch St

Birch Street at Old Jonesboro 26' curb to curb

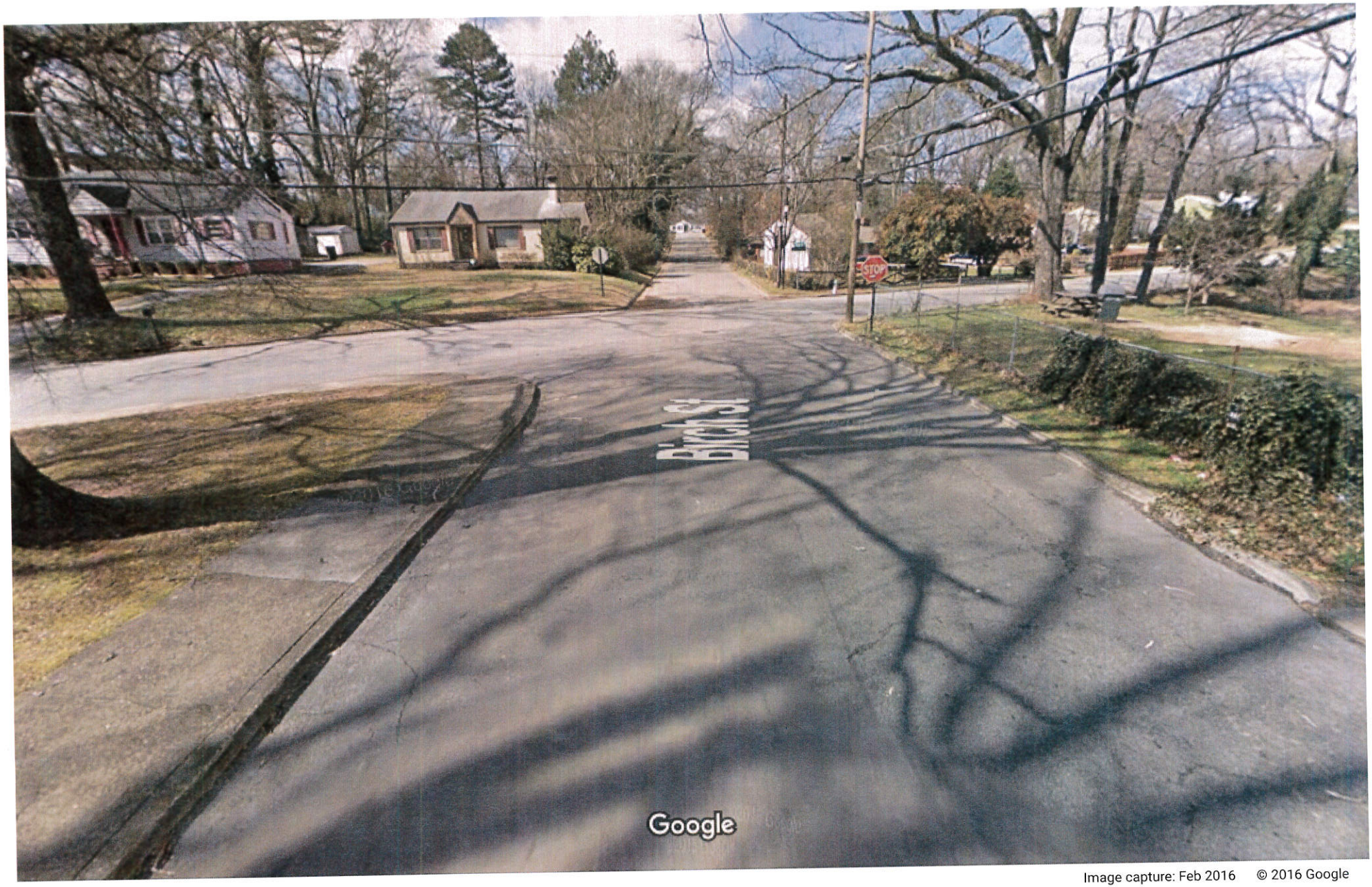


Image capture: Feb 2016 © 2016 Google

Google Maps

Birch St

Birch Street at Forest Hills Drive 25'6" curb to curb

Image capture: Feb 2016 © 2016 Google

1891 Hapeville GEORGIA POLICE DEPARTMENT

To: Lt. Bradberry

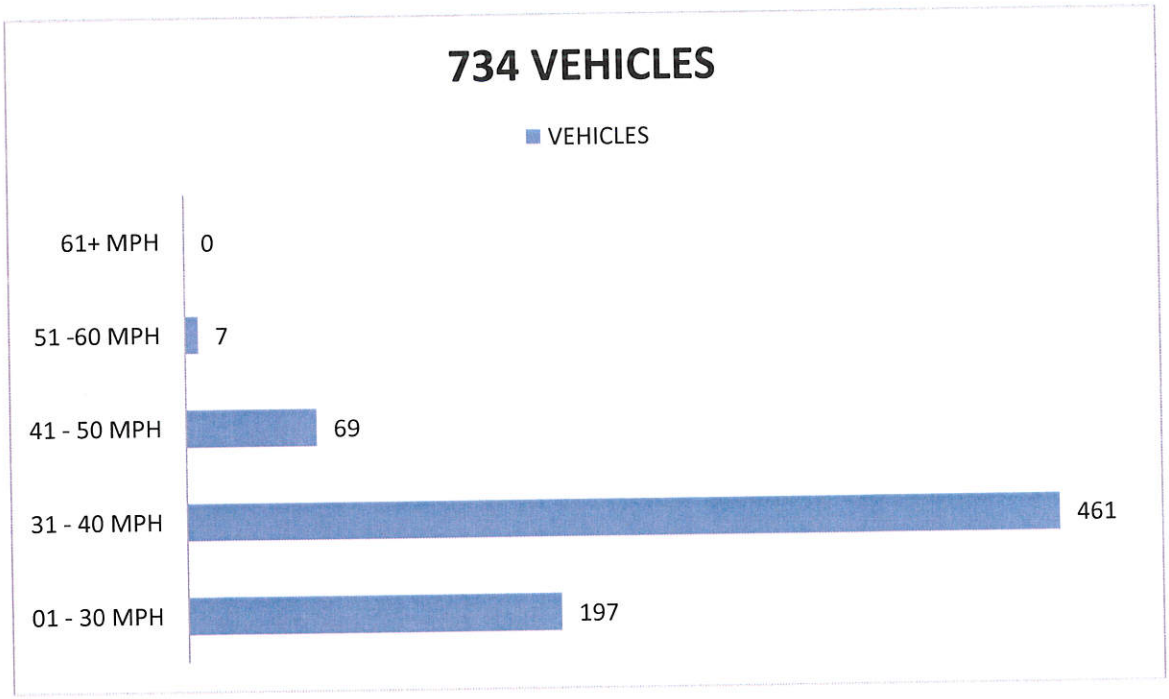
From: M. Sanders

Date: August 1, 2016

Subject: Speed Shield Mt. Zion East Bound

As per your request this summary is from 07/23/16 through 07/24/16. The Speed Shield was posted on a utility pole at 272 Mt. Zion. This stretch of roadway is straight and on a grade. The posted speed limit is 25 MPH; however, the roadway is on system as 30 MPH. The Speed Shield device collected data from 734 vehicles.

Average Speed: 32.9 MPH Max Speed Detected:59 MPH



The data shows that the posted speed limit or less is being observed by 26.8% of drivers, with 62.8% of drivers exceeding the speed limit but within the 11 MPH over range. Approximately 10.4% of the vehicles were going fast enough to write a citation for speeding on this roadway.

NORTH

Maps

Atlanta Haitian Church of God
Grand Ave SW
3rd St SW
1st Ave SW
5th St SW
Forest Hills Dr SW
Rci Asset Management
MIRACLE MUSIC
Nalmac Embossing Inc
Mt Zion Rd SW
Old Jonesboro Rd
5th St
Commerce Way
Carpet
Moreland Way
RitzPix Lab
Arctic Furniture
CHANGE TO 25 MPH
CHANGE TO 25 MPH

1891 Hapeville GEORGIA

POLICE DEPARTMENT

To: Chief Glavosek

From: Lt. Bradberry

Date: November 1, 2015

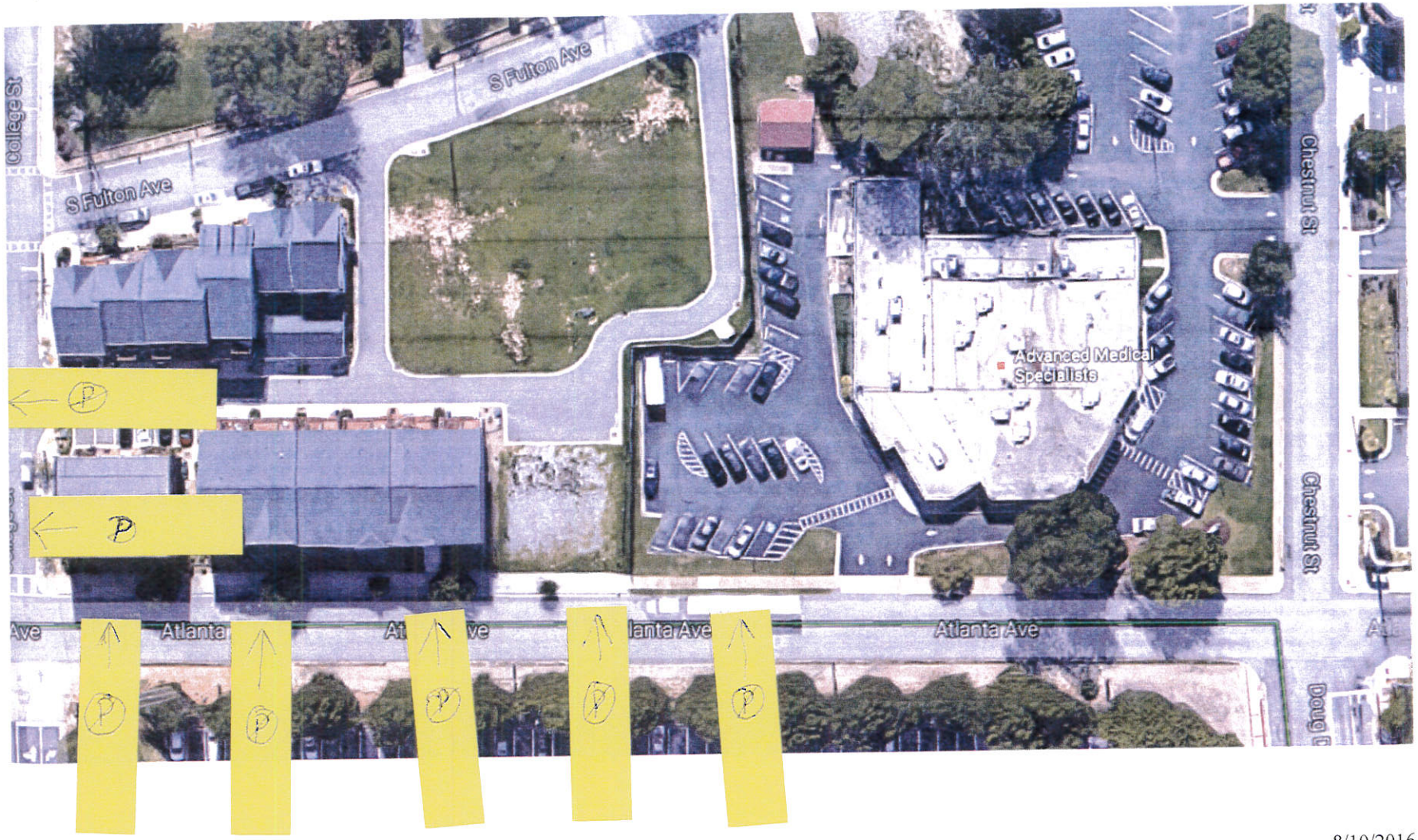
Subject: Traffic Survey S.Fulton Ave.

After looking at the survey it is recommended that we paint the curbs at the intersection of Atlanta Ave and College St. The speed limit is being observed. The congestion is from the parents picking up and dropping off students. Painting the curbs 30 feet from the intersection would cut down on a lot of the problems. It would also keep residents from parking so close to the intersection that it blocks the view. Attached is a map to show proposed painting.

700 Doug Davis Dr. Hapeville, GA 30354 Phone - (404) 669-2150 Fax - (404) 669-2156

← NORTH

Maps



gle.com/maps/@33.6569355,-84.4112621,456a,20y,126h,1.07t/data=!3m1!1e3!5m1!1e2

8/10/2016

AGREEMENT

BETWEEN

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

AND

CITY OF HAPEVILLE

FOR

TRANSPORTATION FACILITY IMPROVEMENTS

This Framework Agreement is made and entered into this _____ day of _____, 20___, by and between the DEPARTMENT OF TRANSPORTATION, an agency of the State of Georgia, hereinafter called the "DEPARTMENT", and the City of HAPEVILLE, acting by and through its Mayor and City Council, hereinafter called the "LOCAL GOVERNMENT".

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to improve the transportation facility described in Attachment "A", attached and incorporated herein by reference and hereinafter referred to as the "PROJECT"; and

WHEREAS, the LOCAL GOVERNMENT has represented to the DEPARTMENT a desire to participate in certain activities, as applicable, including the funding of certain portions of the PROJECT and the DEPARTMENT has relied upon such representations; and

WHEREAS, the DEPARTMENT has expressed a willingness to participate in certain activities of the PROJECT as set forth in this Agreement; and

WHEREAS, the DEPARTMENT has provided an estimated cost to the LOCAL GOVERNMENT for its participation in certain activities of the PROJECT; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local entities may contract with one another "for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide." Ga. Constitution Article IX, §III, ¶I(a).

NOW THEREFORE, in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree each with the other as follows:

1.The LOCAL GOVERNMENT has applied for and received "Qualification Certification" to administer federal-aid projects. The GDOT Local Administered Project (LAP) Certification Committee has reviewed, confirmed and approved the certification for the LOCAL GOVERNMENT to develop federal project(s) within the scope of its certification using the DEPARTMENT'S Local Administered Project Manual procedures. The LOCAL GOVERNMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the preconstruction engineering (design) activities,

hereinafter referred to as "PE", all reimbursable utility relocations, all non-reimbursable utilities owned by the LOCAL GOVERNMENT, railroad costs, right of way acquisitions and construction, as specified in Attachment "A", affixed hereto and incorporated herein by reference. In addition, the May 8, 2014 memorandum titled PE Oversight Funding Structure for Non-GDOT Sponsored Projects outlines conditions when the LOCAL GOVERNMENT will be requested to fund the PE oversight activities at 100%, and when the Department will fund PE oversight with federal-aid funds and is enclosed as Attachment "C" and incorporated herein by reference. Expenditures incurred by the LOCAL GOVERNMENT prior to the execution of this AGREEMENT or subsequent funding agreements shall not be considered for reimbursement by the DEPARTMENT. PE expenditures incurred by the LOCAL GOVERNMENT after execution of this AGREEMENT shall be reimbursed by the DEPARTMENT once a written notice to proceed is given by the DEPARTMENT.

2. .The DEPARTMENT shall contribute to the PROJECT by funding all or certain portions of the PROJECT costs for the PE, right of way acquisitions, reimbursable utility relocations, railroad costs, or construction (specified in Attachment "A") affixed hereto and incorporated herein by reference, as it adheres to memorandum dated May 8, 2014 (specified in Attachment "C").

3. The DEPARTMENT shall provide a PE Oversight Estimate to the LOCAL GOVERNMENT, if appropriate, appended as Attachment "D" and incorporated by reference as if fully set out herein. The LOCAL GOVERNMENT will be responsible for

providing payment, which represents100% of the DEPARTMENT's PE Oversight Estimate at the time of the Project Framework Agreement execution.

If at any time the PE Oversight funds are depleted within $5,000 of the remaining PE Oversight balance and project activities and tasks are still outstanding, the LOCAL GOVERNMENT shall, upon request, make additional payment to the DEPARTMENT. The payment shall be determined by prorating the percentage complete and using the same estimate methodology as provided in Attachment "D". If there is an unused balance after completion of all tasks and phases of the project, then pending a final audit, the remainder will be refunded to the sponsor.

4. It is understood and agreed by the DEPARTMENT and the LOCAL GOVERNMENT that the funding portion as identified in Attachment "A" of this Agreement only applies to the PE. The Right of Way, Utility and Construction funding estimate levels as specified in Attachment "A" are provided herein for planning purposes and do not constitute a funding commitment for right of way, utility and construction. The DEPARTMENT will prepare LOCAL GOVERNMENT Specific Activity Agreements for funding applicable to other activities when appropriate.

Further, the LOCAL GOVERNMENT shall be responsible for repayment of any expended federal funds if the PROJECT does not proceed forward to completion due to a lack of available funding in future PROJECT phases, changes in local priorities or

cancellation of the PROJECT by the LOCAL GOVERNMENT without concurrence by the DEPARTMENT.

5. In accordance with Georgia Code 32-2-2, the LOCAL GOVERNMENT shall be responsible for all costs for the continual maintenance and operations of any and all sidewalks and the grass strip between the curb and sidewalk within the PROJECT limits. The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all lighting systems installed to illuminate any roundabouts constructed as part of this PROJECT. Furthermore, the LOCAL GOVERNMENT shall also be responsible for the maintaining of all landscaping installed as part of any roundabout constructed as part of this PROJECT.

6. Both the LOCAL GOVERNMENT and the DEPARTMENT hereby acknowledge that Time is of the Essence. It is agreed that both parties shall adhere to the schedule of activities currently established in the approved Transportation Improvement Program/State Transportation Improvement Program, hereinafter referred to as "TIP/STIP". Furthermore, all parties shall adhere to the detailed project schedule as approved by the DEPARTMENT, attached as Attachment "B" and incorporated herein by reference. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change and the DEPARTMENT

shall acknowledge the change through written response letter; provided that the DEPARTMENT shall have final authority for approving any change.

If, for any reason, the LOCAL GOVERNMENT does not produce acceptable deliverables in accordance with the approved schedule, the DEPARTMENT reserves the right to delay the PROJECT's implementation until funds can be re-identified for right of way, utility, or construction phases, as applicable.

7. The LOCAL GOVERNMENT shall certify that the regulations for "CERTIFICATION OF COMPLIANCES WITH FEDERAL PROCUREMENT REQUIREMENTS, STATE AUDIT REQUIREMENTS, and FEDERAL AUDIT REQUIREMENTS" are understood and will comply in full with said provisions.

Note: If FEDERAL-AID HIGHWAY PROGRAM (FAHP) funds are not participating in an engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However,the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a FAHP funded project.

8. The LOCAL GOVERNMENT shall accomplish the PE activities for the PROJECT. The PE activities shall be accomplished in accordance with the DEPARTMENT's Plan Development Process hereinafter referred to as "PDP", the applicable guidelines of the American Association of State Highway and Transportation Officials, hereinafter referred to as "AASHTO", the DEPARTMENT's Standard Specifications Construction of Transportation Systems, and all applicable design guidelines and policies of the DEPARTMENT to produce a cost effective PROJECT. Failure to follow the PDP and all applicable guidelines and policies will jeopardize the use of Federal Funds in some or all categories outlined in this agreement, and it shall be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. The LOCAL GOVERNMENT's responsibility for PE activities shall include, but is not limited to the following items:

a. Prepare the PROJECT Concept Report and Design Data Book in accordance with the format used by the DEPARTMENT. The concept for the PROJECT shall be developed to accommodate the future traffic volumes as generated by the LOCAL GOVERNMENT as provided for in paragraph 8b and approved by the DEPARTMENT. The concept report shall be approved by the DEPARTMENT prior to the LOCAL GOVERNMENT beginning further development of the PROJECT plans. It is recognized by the parties that the approved concept

may be updated or modified by the LOCAL GOVERNMENT as required by the DEPARTMENT and re-approved by the DEPARTMENT during the course of PE due to updated guidelines, public input, environmental requirements, Value Engineering recommendations, Public Interest Determination (PID) for utilities, utility/railroad conflicts, or right of way considerations.

b. Prepare a Traffic Study for the PROJECT that includes Average Daily Traffic, hereinafter referred to as "ADT", volumes for the base year (year the PROJECT is expected to be open to traffic) and design year (base year plus 20 years) along with Design Hour Volumes, hereinafter referred to as "DHV", for the design year. DHV includes morning (AM) and evening (PM) peaks and other significant peak times. The Study shall show all through and turning movement volumes at intersections for the ADT and DHV volumes and shall indicate the percentage of trucks on the facility. The Study shall also include signal warrant evaluations for any additional proposed signals on the PROJECT.

c. Prepare environmental studies, documentation reports and complete Environmental Document for the PROJECT along with all environmental re-evaluations required that show the PROJECT is in compliance with the provisions of the National Environmental Policy Act or the Georgia Environmental Policy Act as per the DEPARTMENT's Environmental Procedures Manual, as appropriate to the PROJECT funding. This shall include any and all archaeological, historical, ecological, air, noise, community involvement, environmental justice, flood plains, underground storage tanks, and hazardous waste site studies required. The

completed Environmental Document approval shall occur prior to Right of Way funding authorization. A re-evaluation is required for any design change as described in Chapter 7 of the Environmental Procedures Manual. In addition, a re-evaluation document approval shall occur prior to any Federal funding authorizations if the latest approved document is more than six months old. The LOCAL GOVERNMENT shall submit to the DEPARTMENT all studies, documents and reports for review and approval by the DEPARTMENT, the FHWA and other environmental resource agencies. The LOCAL GOVERNMENT shall provide Environmental staff to attend all PROJECT related meetings where Environmental issues are discussed. Meetings include, but are not limited to, concept, field plan reviews and value engineering studies.

d. Prepare all PROJECT public hearing and public information displays and conduct all required public hearings and public information meetings with appropriate staff in accordance with DEPARTMENT practice.

e. Perform all surveys, mapping, soil investigations and pavement evaluations needed for design of the PROJECT as per the appropriate DEPARTMENT Manual.

f. Perform all work required to obtain all applicable PROJECT permits, including, but not limited to, Cemetery, TVA and US Army Corps of Engineers permits, Stream Buffer Variances and Federal Emergency Management Agency (FEMA) approvals. The LOCAL GOVERNMENT shall provide all mitigation required for the project, including but not limited to permit related mitigation. All mitigation costs are considered PE costs. PROJECT permits and non-construction

related mitigation must be obtained and completed three months prior to the scheduled let date. These efforts shall be coordinated with the DEPARTMENT.

g. Prepare the stormwater drainage design for the PROJECT and any required hydraulic studies for FEMA Floodways within the PROJECT limits. Acquire of all necessary permits associated with the Hydrology Study or drainage design.

h. Prepare utility relocation plans for the PROJECT following the DEPARTMENT's policies and procedures for identification, coordination and conflict resolution of existing and proposed utility facilities on the PROJECT. These policies and procedures, in part, require the Local Government to submit all requests for existing, proposed, and relocated facilities to each utility owner within the project area. Copies of all such correspondence, including executed agreements for reimbursable utility/railroad relocations, shall be forwarded to the DEPARTMENT's Project Manager and the District Utilities Engineer and require that any conflicts with the PROJECT be resolved by the LOCAL GOVERNMENT. If it is determined that the PROJECT is located on an on-system route or is a DEPARTMENT LET PROJECT, the LOCAL GOVERNMENT and the District Utilities Engineer shall ensure that permit applications are approved for each utility company in conflict with the project. If it is determined through the DEPARTMENT's Project Manager and State Utilities Office during the concept or design phases the need to utilize Overhead/Subsurface Utility Engineering, hereinafter referred to as "SUE", to obtain the existing utilities, the LOCAL GOVERNMENT shall be responsible for acquiring those services. SUE costs are considered PE costs.

i. Prepare, in English units, Preliminary Construction plans, Right of Way plans and Final Construction plans that include the appropriate sections listed in the Plan Presentation Guide, hereinafter referred to as "PPG", for all phases of the PDP. All drafting and design work performed on the project shall be done utilizing Microstation V8i and InRoads software respectively using the DEPARTMENT's Electronic Data Guidelines. The LOCAL GOVERNMENT shall further be responsible for making all revisions to the final right of way plans and construction plans, as deemed necessary by the DEPARTMENT, for whatever reason, as needed to acquire the right of way and construct the PROJECT.

j. Prepare PROJECT cost estimates for construction, Right of Way and Utility/railroad relocation at the following project stages: Concept, Preliminary Field Plan Review, Right of Way plan approval (Right of Way cost only), Final Field Plan Review and Final Plan submission using the applicable method approved by the DEPARTMENT. The cost estimates shall also be updated annually if the noted project stages occur at a longer frequency. Failure of the LOCAL GOVERNMENT to provide timely and accurate cost estimates may delay the PROJECT's implementation until additional funds can be identified for right of way or construction, as applicable.

k. Provide certification, by a Georgia Registered Professional Engineer, that the Design and Construction plans have been prepared under the guidance of the professional engineer and are in accordance with AASHTO and DEPARTMENT Design Policies.

l. Provide certification, by a Level II Certified Design Professional that the Erosion Control Plans have been prepared under the guidance of the certified professional in accordance with the current Georgia National Pollutant Discharge Elimination System.

m. Provide a written certification that all appropriate staff (employees and consultants) involved in the PROJECT have attended or are scheduled to attend the Department's PDP Training Course. The written certification shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

9. The Primary Consultant firm or subconsultants hired by the LOCAL GOVERNMENT to provide services on the PROJECT shall be prequalified with the DEPARTMENT in the appropriate area-classes. The DEPARTMENT shall, on request, furnish the LOCAL GOVERNMENT with a list of prequalified consultant firms in the appropriate area-classes. The LOCAL GOVERNMENT shall comply with all applicable state and federal regulations for the procurement of engineering and design related services in accordance with 23 C.F.R. Part 172 which mandates selection in accordance with the Brooks Architect-Engineers Act of 1972, better known as the Brooks Act, for any consultant hired to perform work on the PROJECT.

10. The DEPARTMENT shall review and has approval authority for all aspects of the PROJECT provided however this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this agreement. The

DEPARTMENT will work with the FHWA to obtain all needed approvals as deemed necessary with information furnished by the LOCAL GOVERNMENT.

11. The LOCAL GOVERNMENT shall be responsible for the design of all bridge(s) and preparation of any required hydraulic and hydrological studies within the limits of this PROJECT in accordance with the DEPARTMENT's policies and guidelines. The LOCAL GOVERNMENT shall perform all necessary survey efforts in order to complete the hydraulic and hydrological studies and the design of the bridge(s). The final bridge plans shall be incorporated into this PROJECT as a part of this Agreement.

12. The LOCAL GOVERNMENT unless otherwise noted in Attachment "A" shall be responsible for funding all LOCAL GOVERNMENT owned utility relocations and all other reimbursable utility/railroad costs. The utility costs shall include but are not limited to PE, easement acquisition, and construction activities necessary for the utility/railroad to accommodate the PROJECT. The terms for any such reimbursable relocations shall be laid out in an agreement that is supported by plans, specifications, and itemized costs of the work agreed upon and shall be executed prior to certification by the DEPARTMENT. The LOCAL GOVERNMENT shall certify via written letter to the DEPARTMENT's Project Manager and District Utilities Engineer that all Utility owners' existing and proposed facilities are shown on the plans with no conflicts three months prior to advertising the PROJECT for bids and that any required agreements for reimbursable utility/railroad costs have been fully executed. Further, this certification letter shall state that the LOCAL GOVERNMENT understands that it is responsible for

the costs of any additional reimbursable utility/railroad conflicts that arise during construction.

13. The DEPARTMENT will be responsible for all railroad coordination on DEPARTMENT Let and/or State Route (On-System) projects; the LOCAL GOVERNMENT shall address concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT. If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A" on off-system routes, the LOCAL GOVERNMENT shall be responsible for all railroad coordination and addressing concerns, comments, and requirements to the satisfaction of the Railroad and the DEPARTMENT for PROJECT.

14. The LOCAL GOVERNMENT shall be responsible for acquiring a Value Engineering Consultant for the DEPARTMENT to conduct a Value Engineering Study if the total estimated PROJECT cost is $50 million or more. The Value Engineering Study cost is considered a PE cost. The LOCAL GOVERNMENT shall provide project related design data and plans to be evaluated in the study along with appropriate staff to present and answer questions about the PROJECT to the study team. The LOCAL GOVERNMENT shall provide responses to the study recommendations indicating whether they will be implemented or not. If not, a valid response for not implementing shall be provided. Total project costs include PE, right of way, and construction, reimbursable utility/railroad costs.

15. The LOCAL GOVERNMENT, unless shown otherwise on Attachment "A", shall acquire the Right of way in accordance with the law and the rules and regulations of the FHWA including, but not limited to, Title 23, United States Code; 23 CFR 710, et. Seq., and 49 CFR Part 24 and the rules and regulations of the DEPARTMENT. Upon the DEPARTMENT's approval of the PROJECT right of way plans, verification that the approved environmental document is valid and current, a written notice to proceed will be provided by the DEPARTMENT for the LOCAL GOVERNMENT to stake the right of way and proceed with all pre-acquisition right of way activities. The LOCAL GOVERNMENT shall not proceed to property negotiation and acquisition whether or not the right of way funding is Federal, State or Local, until the right of way agreement named "Contract for the Acquisition of Right of Way" prepared by the DEPARTMENT's Office of Right of Way is executed between the LOCAL GOVERNMENT and the DEPARTMENT. Failure of the LOCAL GOVERNMENT to adhere to the provisions and requirements specified in the acquisition contract may result in the loss of Federal funding for the PROJECT and it will be the responsibility of the LOCAL GOVERNMENT to make up the loss of that funding. Right of way costs eligible for reimbursement include land and improvement costs, property damage values, relocation assistance expenses and contracted property management costs. Non reimbursable right of way costs include administrative expenses such as appraisal, consultant, attorney fees and any in-house property management or staff expenses. The LOCAL GOVERNMENT shall certify that all required right of way is obtained and cleared of obstructions, including underground storage tanks, three months prior to advertising the PROJECT for bids.

16. The DEPARTMENT unless otherwise shown in Attachment "A" shall be responsible for Letting the PROJECT to construction, solely responsible for executing any agreements with all applicable utility/railroad companies and securing and awarding the construction contract for the PROJECT when the following items have been completed and submitted by the LOCAL GOVERNMENT:

a. Submittal of acceptable PROJECT PE activity deliverables noted in this Agreement.

b. Certification that all needed rights of way have been obtained and cleared of obstructions.

c. Certification that the environmental document is current and all needed permits and mitigation for the PROJECT have been obtained.

d. Certification that all Utility/Railroad facilities, existing and proposed, within the PROJECT limits are shown, any conflicts have been resolved and reimbursable agreements, if applicable, are executed.

If the LOCAL GOVERNMENT is shown to LET the construction in Attachment "A", the LOCAL GOVERNMENT shall provide the above deliverables and certifications and shall follow the requirements stated in Chapters 10, 11, 12 and 13 of the DEPARTMENT's Local Administered Project Manual. The LOCAL GOVERNMENT shall be responsible for providing qualified construction oversight with their personnel or by employing a Consultant firm prequalified in Area Class 8.01 to perform construction

oversight. The LOCAL GOVERNMENT shall be responsible for employing a GDOT prequalified consultant in area classes 6.04a and 6.04b for all materials testing on the PROJECT, with the exception of field concrete testing. All materials testing, including field concrete testing shall be performed by GDOT certified technicians who are certified for the specific testing they are performing on the PROJECT. The testing firm(s) and the individual technicians must be submitted for approval prior to Construction.

17. The LOCAL GOVERNMENT shall provide a review and recommendation by the engineer of record concerning all shop drawings prior to the DEPARTMENT review and approval. The DEPARTMENT shall have final authority concerning all shop drawings.

18. The LOCAL GOVERNMENT agrees that all reports, plans, drawings, studies, specifications, estimates, maps, computations, computer files and printouts, and any other data prepared under the terms of this Agreement shall become the property of the DEPARTMENT if the PROJECT is being let by the DEPARTMENT. This data shall be organized, indexed, bound, and delivered to the DEPARTMENT no later than the advertisement of the PROJECT for letting. The DEPARTMENT shall have the right to use this material without restriction or limitation and without compensation to the LOCAL GOVERNMENT.

19. The LOCAL GOVERNMENT shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, drawings,

specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement. The LOCAL GOVERNMENT shall correct or revise, or cause to be corrected or revised, any errors or deficiencies in the reports, designs, drawings, specifications, and other services furnished for this PROJECT. Failure by the LOCAL GOVERNMENT to address the errors, omissions or deficiencies within 30 days of notification shall cause the LOCAL GOVERNMENT to assume all responsibility for construction delays and supplemental agreements caused by the errors and deficiencies. All revisions shall be coordinated with the DEPARTMENT prior to issuance. The LOCAL GOVERNMENT shall also be responsible for any claim, damage, loss or expense, to the extent allowed by law that is attributable to errors, omissions, or negligent acts related to the designs, drawings, specifications, and other services furnished by or on behalf of the LOCAL GOVERNMENT pursuant to this Agreement.

20. The DEPARTMENT shall be furnished with a copy of all contracts and agreements between the LOCAL GOVERNMENT and any other agency or contractor associated with construction activities. The DEPARTMENT's Project Manager shall be the primary point of contact unless otherwise specified.

21. The LOCAL GOVERNMENT shall provide the DEPARTMENT with a detailed project schedule that reflects milestones, deliverables with durations for all pertinent activities to develop critical path elements. An electronic project schedule shall be submitted to the Project Manager after execution of this agreement.

22. The LOCAL GOVERNMENT certifiies its compliance with Title VI of the Civil Rights Act of 1964 and agrees to the provisions of Attachment F to this contract, which is hereby incorporated by reference as if fully set out herein.

23. The Parties acknowledge that the following Attachments to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Attachment A – Funding Sources and Distribution
Attachment B – Project Timeline
Attachment C – May 8, 2014 Memorandum entitled "PE Oversight Funding Structure for Non-DOT Sponsored Projects"
Attachment D – GDOT Oversight Estimate for Locally Administered Project
Attachment E – Georgia Security and Immigration Compliance Act Affidavit
Attachment F – Title VI Certification and Acknowledgement Form
Attachment G – Federal-Aid Highway Program (FAHP) Funding Participation Designation Form

This Agreement is made and entered into in FULTON COUNTY, GEORGIA, and shall be governed and construed under the laws of the State of Georgia.

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.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF TRANSPORTATION

BY: _____
Commissioner

ATTEST:

_____
Treasurer

CITY OF HAPEVILLE

BY: _____
Alan Hallman
Mayor

Signed, sealed and delivered this _____ day of _____, 20__, in the presence of:

_____
Witness

_____
Notary Public

This Agreement approved by Local Government, the _____day of _____, 20__.

Attest

_____
Name and Title

FEIN: _____

Attachment "A" Funding Sources and Distribution

Project 0015084 Sponsor: City of Hapeville County: Fulton

Attach "Project Manager" Project Charging Form for Approval

Preliminary

	Preliminary Engineering (Design) - Phase I				**GDOT Oversight for PE (Phase I)[2]				Grand Total - Preliminary Engineering (Phase I)[2]	
	Percentage	PE Amount	*Maximum PE Participation Amount ($)	Participant	PE Activity Sponsor	Percentage	Amount	Participant	Percentage	Amount
1	80%	$80,000.00	$80,000.00	Federal	Local	0	$0.00	Federal	80%	$80,000.00
2	0	$0.00	$0.00	State		0	$0.00	State	0%	$0.00
3	20%	$20,000.00	N/A	Local		0	$0.00	Local	20%	$20,000.00
4	0	$0.00	N/A	Other		0	$0.00	Other	0%	$0.00
Total	100%	$100,000.00				0%	$0.00		100%	$100,000.00

Right-of-Way Phase II

	Right of Way - Phase II					
	Percentage	ROW Amount	*Maximum ROW Participation Amount ($)	Participant	Acquisition By:	Acquisition Funds By:
1	0	$0.00	$0.00	Federal	Local	LOCAL GOVERNMENT
2	0	$0.00	$0.00	State		
3	100%	$0.00	N/A	Local		
4	0	$0.00	N/A	Other		
Total	100%	$0.00				

Construction Oversight Phases V & VI

(GDOT Oversight for Phase III CST)	
Testing (Phase V) Funding By:	Inspection (Phase VI) Funding By:
LOCAL	LOCAL
100%	100%

Construction Phase III

	Construction - Phase III				
	Percentage	CST Amount	*Maximum CST Participation Amount ($)	Participant	Letting By:
1	0	$0.00	$0.00	Federal	Local
2	0	$0.00	$0.00	State	
3	100%	$0.00	N/A	Local	
4	0	$0.00	N/A	Other	
Total	100%	$0.00			

Utility Phase IV

	Utility Relocation				Railroad			
	Percentage	Utility Amount	*Maximum Utility Participation Amount ($)	Participant	Percentage	Railroad Amount	*Maximum RR Participation Amount ($)	Participant
1	0	$0.00	$0.00	Federal	0	$0.00	$0.00	Federal
2	0	$0.00	$0.00	State	0	$0.00	$0.00	State
3	100%	$0.00	N/A	Local	100%	$0.00	N/A	Local
4	0	$0.00	N/A	Other	0	$0.00	N/A	Other
Total	100%	$0.00			100%	$0.00		

Summary of All Phases I through VI

	Grand Total - Phases I through IV			
	Percentage	Total Amount (PE, ROW, CST & UTL)	*Maximum Participation Amount ($)	Participant
1	80%	$80,000.00	$80,000.00	Federal
2	0	$0.00	$0.00	State
3	20%	$20,000.00	N/A	Local
4	0	$0.00	N/A	Other
Total	100%	$100,000.00	$80,000.00	

The funding portion identified in Attachment "A" only applies to PE. The Right of Way, Construction and Utilities funding estimates are provided for planning purposes and do not constitute a funding commitment for Right of Way, Construction or Utilities.

* The maximum allowable GDOT participating amounts are shown above. The Local Government will only be reimbursed the percentage of the accrued invoiced amounts up to but not to exceed the maximum amount indicated.

**The GDOT Oversight check shall be remitted to the District Planning and Programming Engineer along with the signed Project Framework Agreement (PFA).

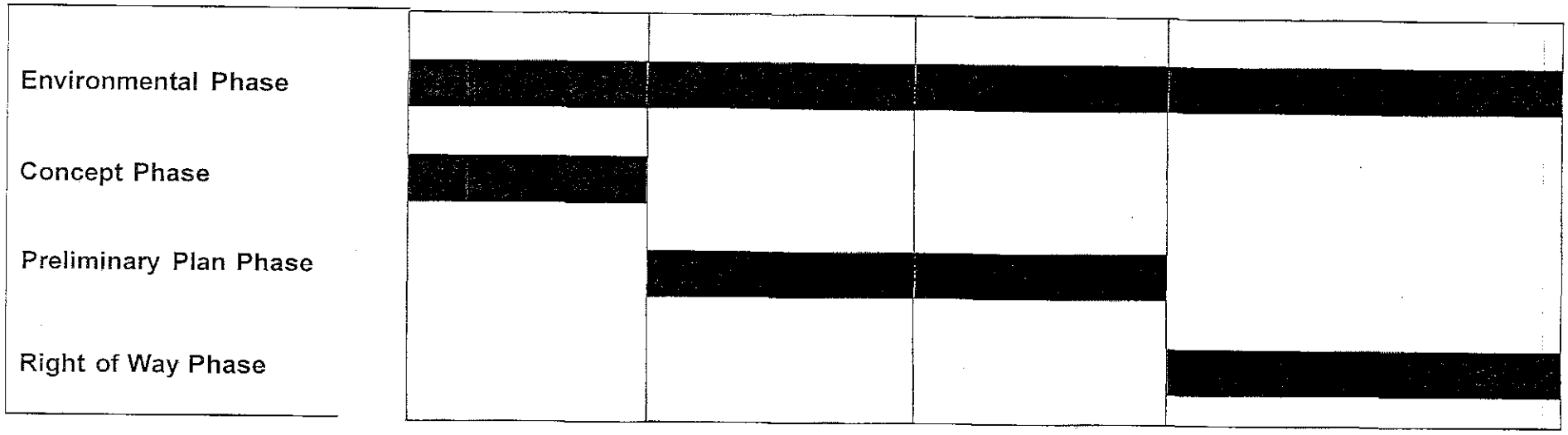
[2]GDOT Oversight for PE (Phase I) is detailed in Attachment "D".

Note: Separate GDOT P.O.s will be established for each funding phase.

ATTACHMENT "B" Project Timeline

PI # 0015084- City of Hapeville

Proposed Project Timeline



Deadlines for Responsible Parties	Execute Agreement	Month/Year (Approve Concept)	Month/Year (Approve Env. Document)	Month/Year (Authorize Right of Way funds)	Month/Year (Authorize Const. funds)

Annual Reporting Requirements

The Local Government shall provide a written status report to the Department's Project Manager with the actual phase completion date(s) and the percent complete/proposed completion date of incomplete phases. The written status report shall be received by the Department no later than the first day of February of every calendar year until all phases have been completed.

ATTACHMENT "C"

DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA

INTER-DEPARTMENT CORRESPONDENCE

FROM: Bobby Hilliard, P.E., Program Control Administrator DATE: May 8, 2014

TO: Toby Carr, Director of Planning
Russell R. McMurry, P.E., Chief Engineer

SUBJECT: Preliminary Engineering (PE) Oversight Funding Structure for Non-GDOT Sponsored Projects (Guidance for MPO's, TMA's, Project Managers and Project Delivery Staff)

Note: This memo supersedes the previous PE Oversight Memo, dated September 17, 2010.

PE Oversight Funding - Programming Guidance for a Non-GDOT Sponsored Project

This policy provides guidance during the planning and programming of a project to specify responsibility for funding PE Oversight to cover estimated resource activities and expenses for the Department prior to the execution of a Project Framework Agreement (PFA).

The Department has established the attached "Oversight Funding Responsibility Matrix for Locally Sponsored Projects" which details the conditions under which the Department will fund PE oversight with federal-aid funds and when the Department will request that the local government/project sponsor fund the Department's expenses associated with PE oversight. State funding participation for oversight is at the discretion and approval of the GDOT Chief Engineer and GDOT Director of Planning.

It is the responsibility of the GDOT Project Manager to utilize the GDOT Oversight Estimate for Consultant & LAP Projects Microsoft Excel™ Tool to estimate the PE oversight cost The GDOT Project Manager will subsequently coordinate with the Office of Financial Management to establish an appropriate' amount of federally funded PE oversight. Concurrently, the GDOT Project Manager will coordinate with the District Planning and Programming Engineer to engage the local government for processing the Project Framework Agreement (PFA) and to secure locally sourced PE oversight funds if appropriate. Please note that the STIP/TIP amendment process must be followed for adding oversight funds to a project.

PE Oversight funds will be used to administer the project and fund staff man-hours along with any other associated expenses incurred by any GDOT employee working on the project. The process detailed applies equally to both on-system and off-system routes on the National Highway System.

Upon approval, this process will be distributed to all GDOT Project Managers and incorporated into future Project Framework Agreements (PFA's) along with a copy of the PE Oversight Estimate.

Approved: _____ 5/14/14
Chief Engineer Date

Approved: _____ 5/21/14
Director of Planning Date

Attachment

"Oversight Funding Responsibility Matrix for locally Sponsored Projects"

(1) If a project does not have a subsequent phase programmed in the currently approved TIP/STIP+2, oversight funding (for all remaining phases of PE, ROW, CST & UTL) will be the responsibility of the local government regardless of PE fund source.

(2) If a project does have a subsequent project phase programmed in the currently approved TIP/STIP+2, see phase oversight funding responsibility breakdown in the table below.

Oversight Responsibility -Next Phase of Project is *Included* in the Approved TIP/STIP+2									
Project Fund Source	NHPP(M001)	STP<200k (M231)	STP-Urban (M230)	STP<5k (M232)	STP-Flex (M240)	TAP(M301)	CMAQ(M400)	Earmark	local
Oversight Fund Source	Federal (M001)/State or Local[1]	Federal (M231)/State or Local[2]	Federal/State	Federal (M232)/State or Local[2]	Federal(M240)/ State	Federal (M301)/Local or 100% local	Federal/State[3]	Earmark/Local or 100% Local	Local

[1] State match for oversight will be used if project is on state route system, local match for oversight will be requested if off state route system.

[2] State match for oversight is at the discretion of the GDOT Director of Planning & GDOT Chief Engineer

[3] Oversight funds for M230 and CMAQ projects will be drawn from a specific M230 funded project programmed in the currently approved STIP.

ATTACHMENT "D"

GDOT Oversight Estimate for Locally Administered Project

PI Number	0015084	**Project Number**	
County	Fulton	**Project Length**	1.37 **Miles**
Project Manager	Carleton Fisher	**Project Cost**	$100,000.00
Project Type	Planning Study		
Project Description	North Central Ave. Pedestrian and Transit Study, Phase II		

Expected Life of Project 20.00 **Years**

Project Phase	Oversight Hours	Oversight Cost
1. Project Initiation	0	$0.00
2. Concept Development	0	$0.00
3. Database Preparation*	0	$0.00
4. Preliminary Design	0	$0.00
5. Environmental	0	$0.00
6. Final Design	0	$0.00
7. Travel Expenses	0	$0.00
Total Oversight Estimate	**0**	**$0.00**
Percentage of Project Cost	0.0%	

Revised: 11/2014

ATTACHMENT "E"
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Name of Contracting Entity:

Contract No. and Name: _____

_____

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 entity 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, or any subsequent replacement program, 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.GA. § 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 within five (5) business days after any subcontractor is retained to perform such service.

_____
E-Verify / Company Identification Number

_____
Signature of Authorized Officer or Agent

_____
Date of Authorization

_____
Printed Name of Authorized Officer or Agent

_____
Title of Authorized Officer or Agent

_____
Date

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

DAY OF _____, 201

_____
Notmy Public

[NOTARY SEAL]

My Commission Expires: _____

Revised: 11/2014

ATTACHMENT "F"

TITLE VI INTRODUCTION

As a sub-recipient of federal funds from Georgia Department of Transportation, all municipalities are required to comply with Title VI of the Civil Rights Act of 1964 which provides that:

"No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, or be denied the benefits of, or be subjected To discrimination under any program or activity receiving federal assistance under This title or carried out under this title."

Additionally, the Civil Rights Restoration Act of 1987, expanded the definition of the terms "programs and activities" to include all programs or activities of federal recipients, subrecipients, and contractors, whether or not such programs and activities are federally assisted.

The provisions of Title VI apply to all contractors, subcontractors, consultants and suppliers. And is a condition for receiving federal funds. All sub recipients must sign Title VI assurances that they will not discriminate as stated in Title VI of the Civil Rights Act of 1964.

In the event that the sub recipient distributes federal aid funds to second tier entity, the subrecipient shall include Title VI language in all written documents and will monitor for compliance. If, these assurances are not signed, the City or County government may be subjected to the loss of federal assistance.

All sub recipients that receive federal assistance must also include Federal Highways Administrations 1273 in their contracts. The FHWA 1273 sets out guidance for ensuring non discrimination and encouraging minority participation and outreach.

Enclosed you will find Title VI acknowledgment form and the Title VI assurances. The Title VI acknowledgment form and Title VI assurances must be signed by your local government official if it has not been signed.

ATTACHMENT "F"

TITLE VI ACKNOWLEDGEMENT FORM

The _____ assures that no person shall on the grounds or race, color, national origin or sex as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any City or County sponsored program or activity. The _____ assures that every effort will be made to ensure non discrimination in all of its programs or activities, whether those programs are federally funded or not.

Assurance of compliance therefore falls under the proper authority of the City Council or the County Board of Commissioners. The Title VI Coordinator or Liaison is authorized to ensure compliance with provisions of this policy and with the Law, including the requirements of 23 Code of Federal Regulations (CFR) 200 and 49 CFR 21.

_____ _____

Official Name and Title Date

Citations:

Title VI of the Civil Rights Act of 1964; 42 USC 2000d to 2000d-4;42 USC 4601to 4655;23 USC 109(h); 23 USC 324; DOT Order 1050.2; EO 12250; EO 12898; 28CFR 50.3

Other Nondiscrimination Authorities Expanded the range and scope of Title VI coverage and applicability

The 1970 Uniform Act (42 USC 4601)
Section 504 of the 1973 Rehabilitation Act (29 USC 790) The 1973 Federal-aid Highway Act (23 USC 324)
The 1975 Age Discrimination Act (42 USC 6101) Implementing Regulations (49 CFR 21& 23 CFR 200) Executive Order 12898 on Environmental Justice (EJ) Executive Order 13166 on Limited English Proficiency (LEP)

ATTACHMENT F

NOTICE TO SPONSOR
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this contract, the SPONSOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "SPONSOR"), agree as follows:

1. **Compliance with Regulations**
   The SPONSER shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**
   The SPONSER, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in tlle selection and retention of subcontractors, including procurement of materials and leases of equipment. The SPONSOR shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**
   In all solicitations either by competitive bidding or negotiations made by the SPONSOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SPONSOR of the SPONSOR's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. **Information and Reports**
   The SPONSOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a sponsor is in the exclusive possession of another who fails or refuses to furnish this information, the Sponsor shall so certify to the State Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**
   In the event of the SPONSOR's noncompliance with the nondiscrimination provisions of this contract, the State Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the SPONSOR under the contract until the SPONSOR complies; and/or b. Cancellation, termination, or suspension of the contact, in whole or in part.

6. **Incorporation of Provisions**
   The SPONSOR shall include the provisions of paragraphs (I) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

   The SPONSOR shall take such action with respect to any subcontractor or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Sponsor may request the State to enter into such litigation to protect the interests of the state and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

ATTACHMENT "G"

FEDERAL-AID HIGHWAY PROGRAM (FAHP) FUNDING PARTICIPATION DESIGNATION FORM
For
Competitive Negotiation/Qualifications Based Selection Procurement for Engineering and Design Related Services Contract

Name of LOCAL AGENCY: _____

Please check and sign only one option below:

OPTION A: ☐

If there is FAHP funding participating in an engineering and design related services contract, THEN the Federal competitive negotiation/qualifications based selection (Brooks Act) procurement procedures is still applicable and must be conducted in accordance with the guidelines established in 23 C.F.R. Part 172.

_____ _____
Signature Date

OPTION B: ☐

If FAHP funds are not participating in an engineering and design related services contract, the contracting agency may procure the services in accordance with its own established policies and procedures which reflect applicable State and local laws. However,the costs of consultant service contracts that utilize only State or local funding which were not procured, negotiated, or administered in accordance with applicable Federal laws and regulations would not be eligible to apply toward the non-Federal share of costs for subsequent phases (e.g., construction) of a FAHP funded project.

_____ _____
Signature Date

ALAN HALLMAN
MAYOR

RUTH BARR
ALDERMAN AT LARGE

MICHAEL RANDMAN
COUNCILMAN AT LARGE

JOSHUA POWELL
COUNCILMAN WARD I

DIANE DIMMICK
COUNCILMAN WARD II

Memorandum

To: Mayor and Council

From: William R. Whitson, City Manager

Re: Pay Increases

Date: August 12, 2016

On June 6, 2016, Mayor and Council were presented with a pay study by Ted Lakey. As result of that study the City discovered that pay increases were necessary to remain in a competitive position with other municipalities and employers. As part of the discussions, Mayor and Council directed me to research a possible pay increase for the employees with a focus on the lower annual salaried employees. The newly adopted budget provided $230,000 towards this goal.

As part of my research, it was determined that the last pay increase for employees was July 2005. As a factor to this employees, have often taking home lower pay due to the increased cost of living. The rising cost of health insurance is just one example of a cost that has been absorbed regularly by both the employees and the City.

After many discussions with Mayor and Council as to your desires and conversations with senior staff, I have developed the below criteria in which the pay increases will be evaluated and applied to the City staff:

1) Providing for a Living Wage
2) Loyalty and longevity with the City
3) Need
4) Critical certifications
5) Market demand for functions

After considering each of these criteria the below formula was developed for pay increases:

1) Any employee making $20,000 annual receives an 8% increase;
2) Any employee making $30,000 annual receives an 6% increase;
3) All line Police Officers will receive a 2.5% increase (This is in addition to the recently received $3,000 base salary increase)

On top of these incentives, one of the major themes that senior management had concerns about were those employees that have stayed with the City through the Great Recession. For those employees an additional incentive will be given based on the following schedule.

Years of Service	Salary Incentive
0-4	$0.00
5-9	$500.00
0-14	$1,000.00
15-19	$1,500.00
20-25	$2,000.00

Note: Those employees that have 26 plus years of service were moved to just above the midpoint in their respective salary ranges.

If approved, these pay initiatives will be processed to the employees on the first payroll in October.

In closing, I am attaching a budget breakdown on the above recommendation. Due to a small one time rise in unbudgeted tax digest increases, and serving from unfilled positions in the first quarter, staff projects dollars will be available to pay for this proposal. Should you have any questions, please feel free to contact me or Jim Schuster, Finance Director.

Staff Pay Raises August 2016

Criteria

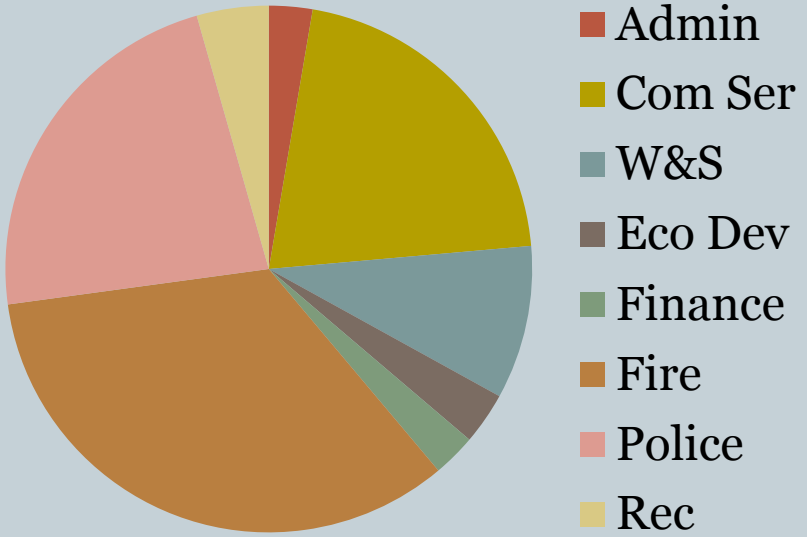
5 Factors for Increase

- Living wages
  - what an individual must earn to support their family
- Loyalty to the Organization
  - longevity of employees
- Need
  - employees in hard to fill positions
- Critical certifications
  - Skills critical to City operations
- Market Study
  - alignment of salaries with the market demand

Budget Summary

- Admin $10,648.26
- Com Ser $77,388.81
  - W&S Fund $34,837.60
- Eco. Dev. $11,820.06
- Finance $9,879.38
- Fire $125,652.91
- Police $84,073.04
- Rec. $16,321.99

Total $370,622.05



One-time Pay Incentive

All Full-time employees would receive $500
Part-time employees receive $250

Administration	$1,500
Community Service	$10,000
Water & Sewer	$5,000
Economic Dev .	$1,500
Finance	$1,500
Fire	$15,000
Police	$18,500
Recreation	$2,500
Part –time	$2,250
Total	$57,750

Budget Impact

• Pay Raises	$370,622
• One-Time Payment	$57,750
Total	$ 428,372

How do we Plan to Pay?

- Council budgeted on 7/1/16 $230,000
- Stormwater Utility Fee $39,837
  - NOTE: salary allocations have been budgeted
- Estimated funds needed ($158,535)
  - 1 time unbudgeted funds from the tax digest $260,000 estimated above the budgeted amount.
  - Unfilled positions savings in 1st Quarter estimated $300 -400k.

Recommendation:

To proceed with the pay raises and one-time incentive payment

To allocate any additional revenues above this level to reserves if it materializes.